

CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 17

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD
APPROVING THE EXECUTION OF THE PURCHASE AND SALE AGREEMENT
BETWEEN THE CITY OF FAIRFIELD AND ROBERT W. DITTMER

WHEREAS, the City of Fairfield ("City") plans to connect Business Center Drive to the intersection of Mangels Boulevard and Antiquity Drive; and

WHEREAS, a portion of the proposed roadway alignment is owned by Mr. Robert W. Dittmer ("Dittmer Property"); and

WHEREAS, the Dittmer Property must be purchased in order to construct the roadway improvements; and

WHEREAS, the City of Fairfield ("City") would like to enter into that certain Purchase and Sale Agreement ("Agreement") with Robert W. Dittmer.

THE CITY COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES AND ORDERS:

Section 1. This resolution authorizes the execution of the Purchase and Sale Agreement between the City of Fairfield and Robert W. Dittmer.

Section 2. The City Manager or designee is hereby authorized to execute the Agreement and do all other acts and things necessary to implement this resolution.

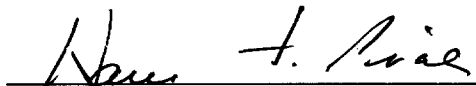
PASSED AND ADOPTED this 20th day of February, 2018, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/MOY/VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE


MAYOR

ATTEST:

CITY CLERK
pw

**AGREEMENT OF PURCHASE AND SALE AND
JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made and entered into by and between CITY OF FAIRFIELD ("**Buyer**"), and Robert W Dittmer, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 ("**Seller**"), with reference and respect to the "Recitals" set forth below. Buyer and Seller are sometimes individually referred to herein as "**Party**" and collectively as "**Parties.**" This Agreement shall be effective ("**Effective Date**") as of February 28, 2018.

RECITALS

This Agreement is entered into with reference to the following facts:

A. The Seller owns the fee interest in that certain real property commonly known as APN 0148-270-400 (the "**Original Property**") located off of Roberts Road in the City of Fairfield, County of Solano, State of California. The Buyer wishes to acquire a portion of the Original Property, as follows: (i) fee title to that certain real property (the "**Real Property**") more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such real property together with all improvements located thereon and the Appurtenances, as defined in Section 1.3, is referred to herein as the "**Fee Simple Portion**"); (ii) a public service easement as more particularly described in Exhibit B attached hereto and incorporated herein by this reference (referred to herein as the "**PSE**"); (iii) a temporary construction easement as more particularly described in Exhibit C attached hereto and incorporated herein by this reference (referred to herein as the "**TCE**"), and (iv) a landscape easement as more particularly described in Exhibit D, attached hereto and incorporated herein by this reference (referred to herein as the "**Landscape Easement**"). The Fee Simple Portion, PSE, TCE, and Landscape Easement are collectively referred to herein as the "**Property**").

B. Seller and Buyer acknowledge that Buyer will relocate the driveway, fence and gate on the Original Property as depicted in Exhibit H attached hereto, at Buyer's expense.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the covenants, agreements, representations and/or warranties contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties hereto do hereby agree as follows:

TERMS/AGREEMENT

1. **PURCHASE AND SALE.**

1.1 **Purchase and Sale.** Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, for the sum of One Hundred and Four Thousand Dollars (\$104,000) (the "**Purchase Price**"). The Purchase Price is calculated as follows: \$85,316 for the Fee Simple Portion; \$16,286 for the PSE; and \$2,268 for the TCE. The Purchase Price does not include any payment for the Landscape Easement; consideration for which is provided

by the improvements to be completed by Buyer pursuant to the various easement agreements, as well as the obligation to maintain any landscaping on the area of the landscape easement. Seller agrees to sell the Property upon and subject to the terms and conditions set forth herein.

1.2 Payment of Purchase Price. The Purchase Price shall be payable by Buyer as follows:

1.2.1 Deposit. Within five (5) business days following the opening of Escrow, Buyer shall deposit with Escrow Holder the sum of Five Thousand Two Hundred Dollars (\$5,200), in the form of certified or bank cashier's check made payable to Escrow Holder or by confirmed wire transfer of funds (the "Deposit"). The Deposit shall be invested by Escrow Holder in an interest bearing account acceptable to Buyer and Seller with all interest accruing thereon to be credited to the Purchase Price upon the Close of Escrow. Except as otherwise provided herein, the Deposit shall be applicable in full towards the Purchase Price upon Closing.

1.2.2 Closing Funds. Prior to the Close of Escrow, Buyer shall deposit or cause to be deposited with Escrow Holder, by a certified or bank cashier's check made payable to Escrow Holder or by a confirmed federal wire transfer of funds, the balance of the Purchase Price, plus an amount equal to all other costs, expenses and prorations payable by Buyer hereunder.

1.3 Appurtenances. Appurtenances means all of Seller's right, title and interest, if any, in and to the following but only to the extent assignable by law and without the prior consent of a third party and pertaining solely to the Real Property (and not any other property owned by Seller): (a) all improvements on the Real Property as of the Close of Escrow; (b) all rights, privileges, appurtenances, hereditaments, easements, reversions, and remainders, including, without limitation, all (i) development rights and credits, air rights, water rights, and water stock, (ii) strips and gores, streets, alleys, easements, rights-of-way, public ways, and (iii) mineral, oil, gas, and other subsurface rights; and (c) all documents pertaining to the Real Property provided to Buyer by or on behalf of Seller prior to the Close of Escrow.

2. ESCROW.

2.1 Opening of Escrow. Within ten (10) business days following the Effective Date, Seller and Buyer shall open an escrow ("**Escrow**") for the conveyance of the Property with Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, California 94534, Attention: Laura Vierra, Senior Escrow Officer, Telephone: (707) 429-2211, Fax: (707) 429-1320, Email: lvierra@placertitle.com ("**Escrow Holder**"). For purposes of this Agreement, the Escrow shall be deemed open on the first date after the Effective Date that Escrow Holder shall have received a fully executed copy of this Agreement from Seller and Buyer ("**Opening of Escrow**"). Escrow Holder shall notify Buyer and Seller, in writing, of the date Escrow is opened ("**Opening Date**").

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for conveyance of the Property. Either an original or a copy of this Agreement, fully executed by the Parties, shall be delivered to Escrow Holder upon the Opening of Escrow. Buyer and Seller shall execute, deliver and be bound by any reasonable and customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to

consummate the transaction contemplated by this Agreement. However, any such Additional Instructions must be reasonably acceptable to Seller and Buyer, and shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by both Seller and Buyer. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise specifically agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, “**Closing**” means the closing or close of Escrow by the recordation in the Official Records of Solano County, California, of (a) a grant deed, substantially in the form attached hereto as Exhibit E and incorporated herein by this reference (“**Grant Deed**”), (b) a Public Service Easement Deed, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference (“**PSE Deed**”); (c) a Temporary Construction Easement Deed, substantially in the form attached hereto as Exhibit C and incorporated herein by this reference (“**TCE Deed**”), and (d) a Landscape Easement Deed, substantially in the form attached hereto as Exhibit D and incorporated herein by this reference (“**Landscape Easement Deed**”), as well as the disbursement of funds and distribution of any other documents by Escrow Holder, all as described in this Agreement. Subject to the satisfaction of the conditions precedent below, Closing is to occur by the date that is sixty (60) days after the date of this Agreement (“**Closing Date**”); provided, however, that Closing may occur upon such earlier or later date as the Seller and Buyer mutually agree to in writing or as otherwise provided in this Agreement. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The City Manager of Buyer is authorized to agree to such a change in the Closing Date on behalf of Buyer. The Closing shall be conditioned upon satisfaction, or written waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. If the Closing does not occur on or before the Closing Date due to a default by either Party, then the defaulting Party shall pay all Escrow cancellation fees (and if the defaulting Party is Buyer, then Seller shall be entitled to the Deposit under Section 1.2.1). If the Closing does not occur due to a termination by Buyer pursuant to Section 2.5.2 or 2.7 (prior to expiration of the Due Diligence Period), then the Deposit shall be returned to Buyer, and Buyer shall pay all Escrow cancellation fees (which may be deducted from the Deposit). If the Closing does not occur for any other reason, then this Agreement shall automatically terminate, the Deposit shall be promptly delivered to Seller, and each Party shall pay one half (1/2) of any Escrow cancellation charges. If no (and until a) notice of termination as provided in Article 6 is received by Escrow Holder, Escrow Holder is instructed to proceed with Closing as soon as possible.

2.4 Costs of Escrow. Because of Buyer’s status as a public entity, pursuant to California Revenue and Taxation Code Section 11922, no documentary transfer tax will be payable with respect to the conveyance(s) contemplated by this Agreement. Similarly, pursuant to California Government Code Section 27383, no recording fees will be payable with respect to the recording of the Grant Deed, PSE Deed, TCE Deed, or Landscape Deed. Buyer shall pay the reasonable and customary costs of any Title Policy (defined below). Buyer shall pay the Escrow fees and any notary fees attributable to the conveyance of the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed. Buyer shall also pay the additional costs, if applicable, associated with any title endorsements requested by Buyer. Escrow Holder shall endeavor to provide an estimated Closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date.

2.5 Buyer's Conditions Precedent to Close of Escrow. The Closing and Buyer's obligation to acquire the Property and pay the Purchase Price is subject to the satisfaction of the following conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions; provided, however, that the occurrence of the Closing shall not waive or release any breach of or failure to perform under this Agreement by Seller not actually known to Buyer on or prior to the Closing Date):

2.5.1 Seller shall have tendered into Escrow all payments, if any, and documents required of Seller pursuant to this Agreement.

2.5.2 Seller shall not then be in default of Seller's obligations under this Agreement.

2.5.3 Escrow Holder shall have received an irrevocable commitment from the Title Company to issue any Title Policy required pursuant to this Agreement, subject only to the Permitted Exceptions, as set forth in more detail in Article 3 below.

2.5.4 All representations and warranties of Seller hereunder shall be true and correct as of the Effective Date and as of the Closing.

2.5.5 All property taxes and assessments attributable to the Property to the date of Closing shall have been paid by Seller before delinquency and shall be current as of the Closing; provided, however, that, to the extent the same are available, the Purchase Price proceeds may be used to make such payments.

2.5.6 Buyer shall have approved Escrow Holder's estimated Closing costs statement; such approval shall not be unreasonably withheld, conditioned or delayed.

2.5.7 Seller shall have removed all personal property from the Property and cleared the Property of all debris not including any fences or gates necessary to retain livestock. These items will be moved during or upon commencement of construction and upon receipt of a 15 day written request to Seller. Buyer will assist Seller with communications between Seller and contractor to ensure that fences and gates are strategically relocated and installed based on construction schedule and the needs of the Seller.

2.5.8

2.5.9 Buyer shall have determined that the Property is suitable for Buyer's intended use and development, as set forth in more detail in Article 4 below.

2.5.10 Seller shall have delivered to Buyer all of the documents and other items specified in Section 7.1.9.

2.6 Seller's Conditions Precedent to Close of Escrow. The Closing and Seller's obligation to convey the Property is subject to the satisfaction of the following conditions for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.6.1 Buyer shall have tendered into Escrow all payments and documents required of it pursuant to this Agreement.

2.6.2 Buyer shall not then be in default of its obligations under this Agreement.

2.6.3 Seller shall have approved Escrow Holder's estimated Closing costs statement.

2.7 Buyer's Payments and Documents. Not less than one (1) day prior to Closing, Buyer shall pay or tender (as applicable) to Escrow Holder the following described funds and documents (in recordable form, as necessary or appropriate):

2.7.1 The Purchase Price.

2.7.2 Funds required to pay the Escrow fees, recording fees and notary fees attributable to the conveyance of the Property as well as the costs of any Title Policy, and the additional costs, if applicable, associated with any title endorsements requested by Buyer payable by Buyer pursuant to Section 2.4 of this Agreement.

2.7.3 Funds required to pay any additional reasonable charges customarily charged to buyers in accordance with common escrow practices in Solano County.

2.7.4 A certificate accepting the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed and consenting to recording of same.

2.7.5 Such other documents and funds required of Buyer under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations.

2.8 Seller's Payments and Documents. No less than one (1) day prior to Closing, Seller shall pay or tender (as applicable) to Escrow Holder the following described funds and documents (in recordable form, as necessary or appropriate):

2.8.1 The fully executed and acknowledged Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed.

2.8.2 A FIRPTA (Foreign Investment in Real Property Tax Act) Certificate/Non-Foreign Status Affidavit complying with federal laws, rules and requirements and an appropriate California Form 593 (for example, Form 593-C). Buyer's failure to provide either instrument shall result in tax withholding, payment and the like in accordance with applicable laws, rules and regulations.

2.8.3 Such other documents and funds required of Seller under this Agreement and, to the extent reasonable, customary or usual, by Escrow Holder in the performance of its contractual or statutory obligations, including, without limitation, such instruments as are required in connection with the issuance of any Title Policy, such as a seller's statement, owner's

affidavit, gap indemnity and the like, all in a form reasonably acceptable to Seller and consistent with this Agreement.

2.9 Escrow Holder Responsibilities. Upon the Closing, Escrow Holder is authorized and instructed to:

2.9.1 Pay, and charge Buyer and/or Seller, as appropriate, for any fees, charges and costs payable under this Agreement, including, but not limited to, Sections 2.7 and 2.8 above. Before such payments or charges are made, Escrow Holder shall notify Buyer and Seller of the fees, charges and costs necessary to clear title and proceed with Closing.

2.9.2 Record the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed as well as any other instruments, as appropriate, delivered through Escrow.

2.9.3 Disburse such other funds and deliver such other documents to the Party or Parties entitled thereto.

2.9.4 Cause any Title Policy to be issued.

2.10 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 8.1 below for notices, demands and communications between Buyer and Seller.

3. TITLE.

3.1 Condition of Title; Title Policy. It is a condition to the Closing for Buyer's benefit that the Property be subject only to the Permitted Exceptions. At, and as a condition of, Closing for Buyer's benefit, Placer Title Company (that is, Escrow Holder; "**Title Company**") shall be prepared to issue to Buyer, upon Closing, a policy of title insurance (whether a CLTA, ALTA or ALTA extended coverage policy, as determined by Buyer, the "**Title Policy**") in an amount not less than the Purchase Price, showing the Property subject only to the Permitted Exceptions. Escrow Holder shall cause Title Company to issue the Title Policy to Buyer upon the occurrence of the Closing.

3.2 Permitted Exceptions. The term "**Permitted Exceptions**" as used herein shall mean the following conditions and exceptions to title or possession:

3.2.1 A lien to secure payment of general and special real property taxes and assessments, not delinquent.

3.2.2 A lien of supplemental taxes assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code accruing on or after the Closing; provided, however, that, notwithstanding anything contained in this Agreement to the contrary, Seller shall be responsible and liable for all taxes and assessments that relate to any period prior to the Closing, including, without limitation, supplemental taxes which are not assessed or charged and/or which do not become due or owing until after the Closing.

3.2.3 Matters affecting the condition of title created by or with the consent of Buyer.

3.2.4 Other exceptions to title disclosed by the Title Report (as defined in Section 3.3 below) which have been approved in writing by Buyer prior to the Closing.

3.2.5 Any other exceptions to title which are or will become subordinate to the Grant Deed, PSE Deed, and Landscape Easement Deed as reflected in the Title Policy pursuant to subordination agreements acceptable to Buyer and the Title Company.

3.3 Title Report. Buyer shall endeavor to obtain and provide to Seller, within fifteen (15) calendar days following the Opening of Escrow or as soon as reasonably possible thereafter, a standard preliminary report from the Title Company, together with copies of the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the “**Title Report**”). Buyer shall review the Title Report and shall, prior to the date that is fifteen (15) calendar days following receipt by Buyer of the Title Report (“**Due Diligence Period**”), notify Seller in writing (“**Title Objection Notice**”) of any matters (“**Title Defects**”) evidenced by the Title Report that adversely affect the marketability of title to the Property. Any such matters not specified as Title Defects in the Title Objection Notice or any Title Defects waived (or deemed waived) by Buyer pursuant to the terms hereof shall be deemed Permitted Exceptions. Upon receipt of the Title Objection Notice, Seller may, but shall not be obligated to, cure such Title Defects. In the event that Seller is unwilling or unable to cure the Title Defects on or before the date that is thirty (30) calendar days following receipt by Seller of the Title Objection Notice (“**Title Cure Period**”), Buyer, at Buyer’s option, may within five (5) days thereof: (i) elect to accept title to the Property subject to the Title Defects without any adjustment to the Purchase Price (in which event the remaining Title Defects shall be deemed Permitted Exceptions); or (ii) terminate this Agreement by written notice thereof to Seller, whereupon this Agreement shall be terminated, and both Parties shall thereafter be released from all further obligations hereunder. In the event Buyer fails to elect to terminate the Agreement as provided above within such five (5)-day period, Buyer shall be deemed to have elected subsection (i) above.

4. SUITABILITY AND CONDITION OF PROPERTY.

4.1 Determination of Suitability and Approval of Environmental and Other Conditions. It is a condition precedent to Closing for Buyer’s benefit that Buyer has determined that the Property is suitable for Buyer’s intended use, including the absence of any Hazardous Substances (as defined in Exhibit G), as determined by Buyer in its sole discretion. Prior to the expiration of the Due Diligence Period, Buyer shall determine whether the Property is suitable and shall provide to Seller and Escrow Holder its written notice of such determination; provided, however, that any failure of Buyer to provide notice shall be deemed approval. In the event Buyer determines that the Property is suitable, such determination by Buyer shall satisfy the condition set forth in Section 2.5.8 above, but shall not alter or diminish Seller’s covenants, agreements, representations and/or warranties made herein or under law, unless a representation or warranty is expressly and specifically waived in writing in whole or in part by Buyer. In the event Buyer determines that the Property is not suitable, then Buyer may terminate this Agreement as provided in Section 6.1 below.

4.2 Inspections, Testing and Right of Entry. Prior to Closing, Buyer may conduct, at Buyer's sole expense, such inspections and testing of the Property, without limitation, any improvements thereon, as Buyer may desire or deem appropriate, in Buyer's sole discretion, to determine the suitability of the Property for Buyer's intended use; provided, however, that Buyer shall not conduct any invasive testing of the Property without the prior written consent of Seller, which may be withheld in Seller's sole discretion. If Seller refuses to grant such consent, Buyer may terminate this Agreement as provided in Section 6.1 below. In conducting such inspections and testing, Buyer shall endeavor to minimize damage to the Property as well as any improvements thereon, and shall, in the event the Closing fails to occur as the result of a condition outside of Buyer's control, return the Property, including the improvements thereon, to its condition prior to the inspections and testing, except that Buyer shall have no responsibility or liability for returning the Property to its prior condition to the extent that any change or modification resulted from (i) reasonable wear and tear, (ii) force majeure or (iii) any other cause not within the reasonable control of Buyer, including, without limitation, the acts or omissions of any person or entity other than Buyer and/or its representatives. Seller hereby grants to Buyer and its representatives permission and a license to enter upon the Property at all reasonable times prior to the Closing Date for the purpose of conducting such inspections and testing. Buyer hereby indemnifies, defends and holds Seller harmless from and for all loss, liability, cost or expense (including, without limitation, mechanics' or materialmen's liens or claims of liens), actions and causes of action arising from or relating to Buyer's (or Buyer's authorized agents, consultants, engineers, employees, or representatives) entering upon the Property and performing such tests, studies, investigations or inspections of the Property, whether pursuant to this Section or otherwise, including, but not limited to, Buyer's failure to remove or bond any lien placed on the Property as a result of Buyer's inspections.

4.3 Environmental Studies and Other Tests. Buyer acknowledges that prior to the Closing, Buyer shall conduct any environmental tests with respect to the Property which Buyer may deem necessary or advisable, and Buyer shall rely upon such tests in electing whether or not to purchase the Property.

4.4 Condition of Property. **AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND SUBJECT TO THE REPRESENTATIONS IN SECTION 7.1:**

SELLER AND BUYER AGREE THAT BUYER IS ACQUIRING THE PROPERTY "AS IS" WITH ALL FAULTS AND DEFECTS, LATENT AND PATENT, AND BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (B) THE INCOME TO BE DERIVED FROM THE

PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY INTEND TO CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION INCLUDING WITHOUT LIMITATION, ALL APPLICABLE ZONING LAWS, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, OR (F) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY. BUYER SHALL NOT SEEK RECOURSE AGAINST SELLER ON ACCOUNT OF ANY LOSS, COST OR EXPENSE SUFFERED OR INCURRED BY PURCHASER WITH REGARD TO ANY OF THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE AND HEREBY ASSUMES THE RISK OF ANY ADVERSE MATTERS RELATED TO THE MATTERS DESCRIBED IN CLAUSES (A) THROUGH (F) ABOVE FROM AND AFTER THE DATE OF CLOSING.

BUYER ACKNOWLEDGES THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER OR ANY STATEMENT, REPRESENTATION OR OTHER ASSERTION MADE BY SELLER WITH RESPECT TO THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY OR ON BEHALF OF SELLER CONCERNING THE PROPERTY, AND SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT BUYER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. BUYER ACKNOWLEDGES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PROPERTY TO BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION.

SELLER AND BUYER AGREE THAT THE PROVISIONS OF THIS SECTION 4.4 SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE WITH THE GRANT DEED.

5. SELLER'S ACKNOWLEDGMENT AND GENERAL RELEASE.

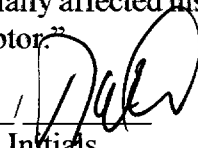
5.1 Full Satisfaction. Seller acknowledges that, in accordance with applicable provisions of California law, Seller may be entitled to the payment of relocation expenses, payments for loss of goodwill, inverse condemnation, unlawful precondemnation conduct, and other benefits and reimbursements other than and/or in addition to those expressly provided for in this Agreement (collectively, "**Benefits**") in connection with Buyer's acquisition of the Property as well as the other matters covered herein. Seller acknowledges and agrees that payment and receipt of the Purchase Price includes, without limitation, full payment of, for and with respect to the Benefits, including, without limitation, just compensation, lease bonus value, business goodwill, furniture, fixtures and equipment, precondemnation damages, claims of inverse

condemnation, attorneys' fees, costs, interest, and any and all other damages in complete settlement of all claims (known and unknown), causes of action and demands of Seller against Buyer relating solely to Buyer's purchase of the Property which is the subject of this Agreement. Consistent with the foregoing as well as Section 9.2 below, Seller, on behalf of itself and its heirs, executors, administrators, successors and assigns, acknowledges that Buyer's performance under this Agreement constitutes full and complete satisfaction of Buyer's obligations to provide the Benefits to Seller and to compensate Seller for the purchase of the Property.

5.2 Waivers and Releases. Seller hereby waives, to the maximum legal extent, any and all claims, demands, remedies and causes of action for damages, liabilities, losses, injuries, costs and/or expenses, including attorneys' fees, arising solely out of, resulting solely from or related solely to Buyer's acquisition of the Property, whether known or unknown, foreseeable or unforeseeable, except for the Buyer's obligations set forth in the Amendment referenced in Recital B.

5.3 California Civil Code Section 1542. Seller hereby acknowledges that it has consulted or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with California Civil Code Section 1542, which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."



Seller's Initials

The foregoing acknowledgment and release shall survive the Closing as well as the recording of the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed.

5.4 Notice to Others. If Seller sells, transfers, assigns or otherwise conveys the Property or any interest in the Property, Seller shall notify the purchaser, successor, assignee or other transferee of the existence and terms of this Agreement, including, without limitation, the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed and the obligations, liabilities and duties as well as the rights and remedies of the Parties. Neither Buyer nor any other person or entity shall have any obligation, liability or duty to compensate any purchaser, successor, assignee or other transferee for the interests, rights and remedies granted to or obtained by Buyer under or pursuant to this Agreement.

6. TERMINATION, DEFAULTS AND REMEDIES.

6.1 Exercise of Rights to Terminate. In the event Buyer elects to exercise its right to terminate this Agreement and the Escrow as provided in Section 2.3, 6.3, or 8.3, then Buyer may so terminate by giving notice, in writing, of such termination to Seller and Escrow Holder. In the event Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in Section 2.3 or 6.2, then Seller may so terminate by giving notice, in writing, of such

termination to Buyer and Escrow Holder. In either such event, the Party so terminating shall, except as otherwise expressly provided in Section 6.2 or 6.3 below, pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting the obligation of the Party so terminating or breaching, as appropriate, to pay Termination Costs as provided herein and any other obligations which expressly survive termination, shall cease and terminate.

6.2 Buyer's Breach. In the event Buyer breaches any obligation under this Agreement which Buyer is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting Buyer's obligation to pay Termination Costs and any other obligations which expressly survive termination, shall cease and terminate.

6.3 Seller's Breach. In the event Seller breaches any obligation under this Agreement which Seller is to perform prior to the Closing, and fails to cure such breach within five (5) business days of receipt of written notice of such breach from Buyer, then Buyer may, at Buyer's option and as its sole remedy for such breach, (i) terminate this Agreement and the Escrow by giving notice, in writing, of such termination to Seller and Escrow Holder, or (ii) initiate and prosecute an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs and, upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting Seller's obligation to pay Termination Costs and any other obligations that expressly survive termination, shall cease and terminate.

6.4 Return of Funds and Documents; Release of Liability as to Escrow Holder. In the event Escrow Holder terminates this Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided herein, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents as provided herein.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Seller's Representations and Warranties. Seller hereby represents, warrants, covenants and agrees to and for the benefit of Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of Closing, and Seller acknowledges and agrees that the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

7.1.1 Authority. Seller owns the Property in fee simple and has full power and authority to sell, transfer and/or otherwise convey the Property to Buyer and to perform its

obligations pursuant to this Agreement. This Agreement and all other documents delivered by Seller to Buyer under or pursuant to this Agreement, at or prior to the Closing, have been, or will be, duly executed and delivered by Seller and are, or will be, legal, valid and binding obligations of Seller, sufficient to convey the Property to Buyer and are enforceable in accordance with their respective terms.

7.1.2 No Unrecorded Possessory Interests; No Agreements or Undertakings. Other than as is disclosed in the Title Report, to Seller's knowledge, without investigation, there are no agreements for occupancy in effect for the Property, and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's use of the Property. Seller will not enter into any agreements or undertake any obligations prior to Closing which will in any way burden, encumber or otherwise adversely affect the Property without the prior written consent of Buyer, including, without limitation, any agreements for occupancy or use of the Property.

7.1.3 No Liens or Encumbrances. Other than as is disclosed in the Title Report and Survey, to Seller's knowledge, without investigation, the Property is free and clear of and from liens or encumbrances.

7.1.4 No Leases. Other than as is disclosed in the Title Report, to Seller's knowledge, without investigation, the Property is not subject to a written or oral lease (by Seller) or any other contract or agreement pursuant to which a tenant or any other person has any rights of possession or use that would survive Closing and conflict with this Agreement including, without limitation, the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed.

7.1.5 Hazardous Substances.

7.1.5.1 To Seller's actual knowledge, except as otherwise described in Exhibit F, Seller has received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law (as defined in Exhibit G), or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances (as defined in Exhibit G) on the Property or the potential violation of any Environmental Law.

7.1.5.2 To Seller's actual knowledge, except as otherwise described in Exhibit F, there is no monitoring program required by the Environmental Protection Agency, the Department of Toxic Substances Control, or any similar state agency concerning the Property.

7.1.5.3 To Seller's actual knowledge, except as otherwise described in Exhibit F, no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, in violation of any Environmental Law, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means, during any time that the Property was owned by the Seller.

7.1.5.4 To Seller's actual knowledge, Seller has produced a list of all information, records, reports and studies maintained by Seller or under Seller's control in connection with the Property during the time the Property was owned by Seller, concerning

Hazardous Substances and all existing orders and directives from or agreements with any governmental agency pertaining to the environmental condition of the Property and any requests for information, documents, access or investigation pertaining thereto and such list is contained in Exhibit F attached hereto. To the extent that certain documents contain confidential information, Buyer shall sign a confidentiality agreement as a condition to Buyer's review of such confidential documents.

7.1.5.5 To Seller's actual knowledge, Seller has received no written request, directive, administrative order or judicial order to impose any type of land use restriction or institutional control relating to Hazardous Substances on the Property.

7.1.6 Litigation. There are no claims, actions, suits or proceedings continuing, pending or, to Seller's knowledge, threatened (i) against Seller affecting the Property, or (ii) involving the validity or enforceability of this Agreement or of any other documents or instruments to be delivered by Seller at Closing, in either case, whether at law or in equity, or before or by any federal, state, municipal or other governmental department, board, commission, bureau, Buyer or instrumentality. Seller is not subject to, or in default under, any notice, order, writ, injunction, decree or demand of any court or any governmental department.

7.1.7 No Breach. The execution and delivery of this Agreement and the consummation of the transaction(s) contemplated by this Agreement will not violate or result in any breach of or constitute a default under or conflict with, or cause any acceleration of any obligation with respect to any provision or restriction of any lien, lease, agreement, contract, instrument, or, to Seller's knowledge, any order, judgment, award, decree, statute, regulation or ordinance, or any other restriction of any kind or character to which Seller is a party or by which Seller or the Property is bound.

7.1.8 No Condemnation or Other Proceedings. Exclusive of any action proposed or contemplated by Buyer, Seller is not aware of any contemplated condemnation of the Property or any portion thereof by any public agency, authority or entity. Buyer has negotiated in good faith to acquire the Property and to pay just compensation for its acquisition. Seller understands that, if the transaction(s), including, without limitation, the acquisition(s), set forth in and/or contemplated by this Agreement had not been (or are not) successful, then staff for Buyer may have recommended (or may recommend) initiation of eminent domain proceedings to acquire the Property.

7.1.9 Document Disclosure. Prior to the Closing, Seller will have delivered to Buyer the following documents and other items relating to the Property: (a) all plats, maps, improvement plans, engineering plans, reports and data, surveys, third party reports and studies, designs, drawings and specifications; (b) all architectural, site, landscaping or other permits, applications, approvals, authorizations, and other entitlements; (c) all deposits, credits, fee credits (including without limitation water meter credits), pre-paid fees, refunds of impact or permit fees, reimbursements, rights to reimbursements and benefits of any cost sharing agreements, and school fee mitigation agreements, community facilities district and other assessment district rights, proceeds, deposits, advances, reimbursements, formation documents and benefits, and construction and design defect claim; and (d) all guarantees, warranties, and utility contracts.

7.2 Survival of Representations and Warranties. Seller acknowledges and agrees that the covenants, agreements, representations and warranties of Seller set forth in this Agreement shall be true and correct on and as of the Effective Date as well as the Closing, and Seller's liability for any breach, default or failure of the same, including, without limitation, any misrepresentation, shall survive not only the recordation of the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed, but also the Closing, for a period of one (1) year. Seller shall protect, indemnify, defend, and hold Buyer free and harmless of, from and against any and all claims, demands, losses, liabilities, obligations, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which Buyer may incur, suffer or sustain by reason of or in connection with any misrepresentation made by Seller pursuant to this Article 7.

8. OTHER.

8.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized overnight courier service (e.g., FedEx or United Parcel Service), addressed to the Party to whom the notice is given at the address(es) provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: City of Fairfield
Attention: Interim Community Development Director
1000 Webster Street
Fairfield, California 94533
Telephone: (707) 428-7454
Facsimile: (707) 428-7621
Email: lsnideman@fairfield.ca.gov

with a copy to: Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Attention: Michael Estrada
Telephone: (213) 626-8484
Facsimile: (213) 626-0078
Email: mestrada@rwglaw.com

To Seller(s):

ROBERT W DITTMER
5811 CONSTITUTION AVE
FAIRFIELD CA 94533

Attention: _____
Telephone: (707) 864-1061
Email: _____

with a copy to:

JEFFREY DITTMER
3539 ROBERTS ROAD
Attention: FAIRFIELD CA 94534

8.2 Brokers. The Parties each represent and warrant to the other that there are no real estate brokers, salesman or finders involved in this transaction. If a claim for brokerage fees or commissions in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of one of the Parties hereto ("Indemnitor"), Indemnitor shall indemnify, defend and hold harmless the other Party hereunder ("Indemnitee"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees, and expenses whatsoever, including reasonable attorneys' fees and court costs through all trial and all appellate levels, with respect to the claim for brokerage.

8.3 Damage or Destruction. Should the Property be materially damaged or destroyed by fire, earthquake or other event without the fault of either Party prior to close, this Agreement may be rescinded and terminated by Buyer upon written notice to Seller within thirty (30) days after the date of such casualty.

9. INCORPORATION OF RECITALS; WHOLE AGREEMENT.

9.1 Recitals. The preamble at the beginning of this Agreement as well as the Recitals set forth in paragraph A immediately after the preamble are hereby incorporated into this Agreement as if set forth in full in this Section 9.1.

9.2 Whole Agreement. Consistent with Section 10.16 below, the Parties hereto acknowledge and agree that they have set forth the whole of their agreement in this instrument. Consistent with Sections 5.1, 5.2 and 5.3 above, the performance of this Agreement by Buyer constitutes the entire consideration for the Property, including, without limitation, the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed, and shall release and relieve Buyer of and from any and all other and further claims, demands, obligations, liabilities and duties on this account.

10. MISCELLANEOUS.

10.1 Survival of Covenants. The covenants, representations and warranties of both Buyer and Seller set forth in this Agreement shall survive the Closing as well as the recordation of the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed.

10.2 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the purchase and sale herein contemplated and shall use commercially reasonable efforts to accomplish the Closing in accordance with the provisions of this Agreement.

10.3 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision of this Agreement.

10.4 Counterparts; Copies. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Except as required for recordation, the Parties as well as Escrow Holder and Title Company shall accept copies of signatures, including, without limitation, electronically transmitted (for example, by e-mail, facsimile, PDF or otherwise) signatures.

10.5 Captions. Any captions to, or headings of, the articles, sections, subsections, paragraphs, or subparagraphs or other provisions of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision of this Agreement.

10.6 No Obligations to Third Parties. Except as otherwise expressly provided in this Agreement, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

10.7 Exhibits. The Exhibits attached to this Agreement are hereby incorporated into this Agreement by this reference.

10.8 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision of this Agreement.

10.9 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any and all legal actions brought to enforce or interpret the terms and provisions of this Agreement shall be commenced exclusively in a court of competent jurisdiction in the County of Solano.

10.10 Buyer's Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement as well as its rights and remedies in, to and under the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed, and any right or obligation herein and therein, to any party of its choice without the prior consent or approval of Seller.

10.11 Successors and Assigns. This Agreement as well as the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

10.12 Ratification. This Agreement is subject to the approval and ratification by the Buyer's governing body or its delegated representative.

10.13 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

10.14 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction(s) described herein. In determining the

meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

10.15 Legal Fees. Each Party shall be responsible for payment of its own attorneys' fees with respect to negotiation and preparation of this Agreement and processing of the Escrow. However, in the event of the bringing of any action or proceeding to enforce, interpret or construe any of the provisions of this Agreement, including, without limitation, seeking damages as a result of breach of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorneys' fees.

10.16 Entire Agreement; Amendment. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and (together with the Grant Deed, PSE Deed, TCE Deed, and Landscape Easement Deed) contains the entire agreement between Buyer and Seller as to the subject matter hereof. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s) set forth below next to their respective signatures.

[signatures begin on next page]

BUYER:

CITY OF FAIRFIELD

By: _____

David A. White
City Manager

Date: _____

February 28, 2018

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON

By: _____

Charles Kholm for
Gregory W. Stepanicich, City Attorney

SELLER:

**ROBERT W. DITTMER, as Trustee of the
Cordelia Trust of 1994, under Declaration
of Trust dated May 25, 1994**

By: _____

Its: _____

Date: _____

1-17-18

EXHIBIT LIST

- Exhibit A: Legal Description of Fee Simple Portion
- Exhibit B: Form of PSE Deed
- Exhibit C: Form of TCE Deed
- Exhibit D: Form of Landscape Easement Deed
- Exhibit E: Form of Grant Deed
- Exhibit F: Description of Environmental Matters
- Exhibit G: Certain Definitions
- Exhibit H: Access Road

SEPTEMBER 15, 2016
JOB NO.: 2451-000

EXHIBIT A
LEGAL DESCRIPTION
ROAD DEDICATION- BUSINESS CENTER DRIVE
LANDS OF CORDELIA TRUST 1994- PARCEL C, 49 PM 20
FAIRFIELD, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL C AS SAID PARCEL C IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF LANDS OF CORDELIA TRUST 1994", FILED FOR RECORD JUNE 6, 2008 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A THE NORTHEASTERN CORNER OF SAID PARCEL C (49 PM 20);

THENCE, SOUTH 19°11'50" WEST 142.98 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 214.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 48°48'29" EAST, THROUGH A CENTRAL ANGLE OF 28°17'40", AN ARC DISTANCE OF 105.68 FEET;

THENCE, ALONG THE ARC OF A REVERSE 25.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 77°06'10" WEST, THROUGH A CENTRAL ANGLE OF 55°17'12", AN ARC DISTANCE OF 24.12 FEET;

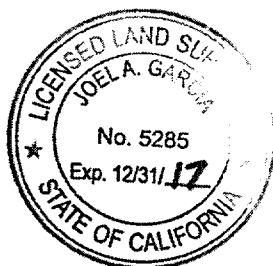
THENCE, ALONG THE ARC OF A REVERSE 61.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 21°48'58" EAST, THROUGH A CENTRAL ANGLE OF 58°13'40", AN ARC DISTANCE OF 61.99 FEET;


THENCE, ALONG THE ARC OF A NON-TANGENT 935.03 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 13°00'50" EAST, THROUGH A CENTRAL ANGLE OF 09°07'14", AN ARC DISTANCE OF 148.84 FEET TO SAID POINT OF BEGINNING.

CONTAINING 9,956 SQUARE FEET OR 0.23 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

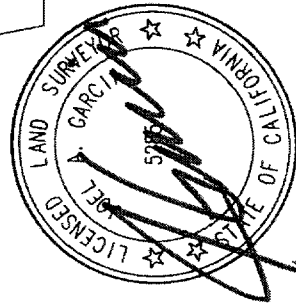
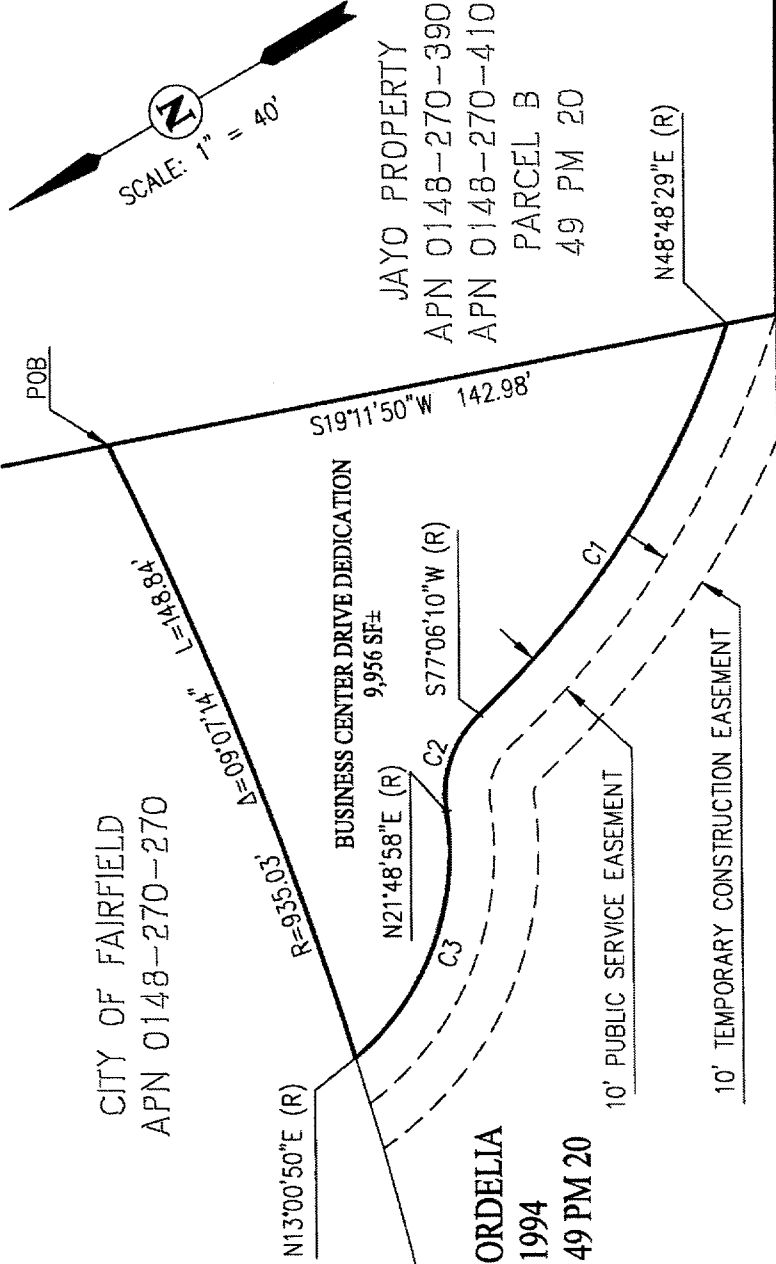
END OF DESCRIPTION.




JOEL GARCIA, P.L.S.
L.S. NO. 5285

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	214.00'	28°17'40"	105.68'
C2	25.00'	55°17'12"	24.12'
C3	61.00'	58°13'40"	61.99'

CITY OF FAIRFIELD
APN 0148-270-270



DITTMER
2013-19915
APN 0148-270-340

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ROAD DEDICATION- BUSINESS CENTER DRIVE
LANDS OF CORDELIA TRUST 1994- PARCEL C (49 PM 20)
CITY OF FAIRFIELD, SOLANO COUNTY, CALIFORNIA

SEPTEMBER 13, 2016

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 868-0322

Parcel Name: Site 1 - BCD DEDICATION

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North: 2,268,977.7261'

East: 6,087,016.9557'

Segment# 1: Curve

Length: 61.992'

Radius: 61.000'

Delta: 58.2277 (d)

Tangent: 33.971'

Chord: 59.359'

Course: N39° 04' 11.90"W

Course In: N21° 48' 58.23"E

Course Out: S80° 02' 37.98"W

RP North: 2,269,034.3573'

East: 6,087,039.6251'

End North: 2,269,023.8108'

East: 6,086,979.5438'

Segment# 2: Curve

Length: 148.841'

Radius: 935.030'

Delta: 9.1205 (d)

Tangent: 74.578'

Chord: 148.684'

Course: S81° 32' 46.76"E

Course In: N13° 00' 50.22"E

Course Out: S3° 53' 36.26"W

RP North: 2,269,934.8248'

East: 6,087,190.1016'

End North: 2,269,001.9527'

East: 6,087,126.6126'

Segment# 3: Line

Course: S19° 11' 50.00"W

Length: 142.978'

North: 2,268,866.9254'

East: 6,087,079.5985'

Segment# 4: Curve

Length: 105.680'

Radius: 214.000'

Delta: 28.2945 (d)

Tangent: 53.941'

Chord: 104.610'

Course: N27° 02' 40.43"W

Course In: N48° 48' 29.40"E

Course Out: S77° 06' 09.74"W

RP North: 2,269,007.8620'

East: 6,087,240.6353'

End North: 2,268,960.0963'

East: 6,087,032.0342'

Segment# 5: Curve

Length: 24.123'

Radius: 25.000'

Delta: 55.2865 (d)

Tangent: 13.094'

Chord: 23.198'

Course: N40° 32' 26.02"W

Course In: S77° 06' 09.74"W

Course Out: N21° 48' 58.23"E

RP North: 2,268,954.5162'
End North: 2,268,977.7258'

East: 6,087,007.6649'
East: 6,087,016.9556'

Perimeter: 483.615'
Error Closure: 0.0003
Error North : -0.00031

Area: 9,955.51Sq.Ft.
Course: S13° 54' 05.68"W
East: -0.00008

Precision 1: 1,612,046.667

Precision 1: 1,406,266.667

Exhibit B

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Fairfield
1000 Webster Street
Fairfield, California 94533
Attention: Community Development Department

With a copy to the grantor at:

APN: 0148-270-400

[Space Above For Recorder's Use Only]

*The undersigned declares that this Easement is exempt from Recording Fees pursuant to
California Government Code Section 27383.*

PUBLIC SERVICE EASEMENT

THIS PUBLIC SERVICE EASEMENT (this "Agreement") is dated as of _____, 2017, and is entered into by ROBERT W. DITTMER, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 ("Owner") in favor of the CITY OF FAIRFIELD, a California municipal corporation ("City").

RECITALS:

A. Owner is the sole owner of the land located in the City of Fairfield, County of Solano, State of California, described on Exhibit A attached hereto (the "Property").

B. Owner, as seller, and City, as buyers, have entered into a Purchase and Sale Agreement and Joint Escrow Instructions ("PSA") for City's purchase of land owned by Seller, including a public service easement over, under, and across the portion of the Property described on Exhibit B (the "Easement Area").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and for other consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. Grant of Easement. Owner hereby grants to City a public service easement, for installation and maintenance of sidewalk, water, gas, sewer and drainage pipes and for traffic control devices, electroliers and underground wires and conduits for electric, cable television and telephone services, together with any and all appurtenances pertaining thereto on, over, under and across the Easement Area legally described on Exhibit B, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The Easement Area is to be kept open and free of buildings, structures and wells of any kind.

2. Covenant Running with Land. This Agreement shall run with the land and encumber the Property and the Easement Area, as the case may be, and inure to the benefit of the City and the adjacent City owned property. The terms, covenants and conditions set forth herein shall inure to the benefit of and shall be binding upon all parties now or hereafter having an interest in, under or to the Property or the Easement Area.

3. Indemnity. Notwithstanding any other provision herein, City hereby agrees to indemnify, defend and hold harmless Owner from and against any obligations, liabilities, claims, liens, encumbrances, demands, losses, damages, causes of action, judgments, costs and expenses (including, without limitation, actual attorneys' fees and expenses), whether direct, contingent or consequential (collectively, "Claims") related to City's or its permittees' acts or omissions and allowed use of the Easement Area. The foregoing indemnity obligations shall not apply to the extent that the Claims arise due to the negligence or willful misconduct of Owner or its agents, contractors, employees or invitees.

4. Governing Law. This Agreement is made and entered into in the State of California and shall be interpreted, enforced and governed under the laws of the State of California.

5. Severability. If any term of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term of this Agreement will be valid and be enforced to the fullest extent permitted by law.

6. Change, Discharge, Termination or Waiver. No provision of this Agreement may be changed, discharged, terminated or waived except in writing signed by the then-Owner(s) of the Easement Area and the City Manager. No failure on the part of a party to exercise, and no delay by a party in exercising, any right or remedy hereunder or under law or in equity shall operate as a waiver thereof.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes in all respects any and all other negotiations, representations, correspondence or communications between the parties, whether oral or written.

8. Further Assurances. The parties shall promptly execute, acknowledge, deliver and record such instruments and take such actions as may be reasonably necessary to evidence and perform all of the obligations and rights granted or created in this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties had executed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have entered into this Access Easement as of the day and year first set forth above.

[signatures begin on next page]

CITY:

CITY OF FAIRFIELD,
a California municipal corporation

By: _____

David A. White
City Manager

ATTEST:

By: _____

City Clerk

OWNER:

ROBERT W. DITTMER, as Trustee of the Cordelia
Trust of 1994, under Declaration of Trust dated
May 25, 1994

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

Parcel C, as shown on that certain map entitled: "Parcel Map of Lands of Cordelia Trust 1994," which map was filed in the office of the Recorder of Solano County, California on June 6, 2008, in Book 49 of Parcel Maps, at Page 20.

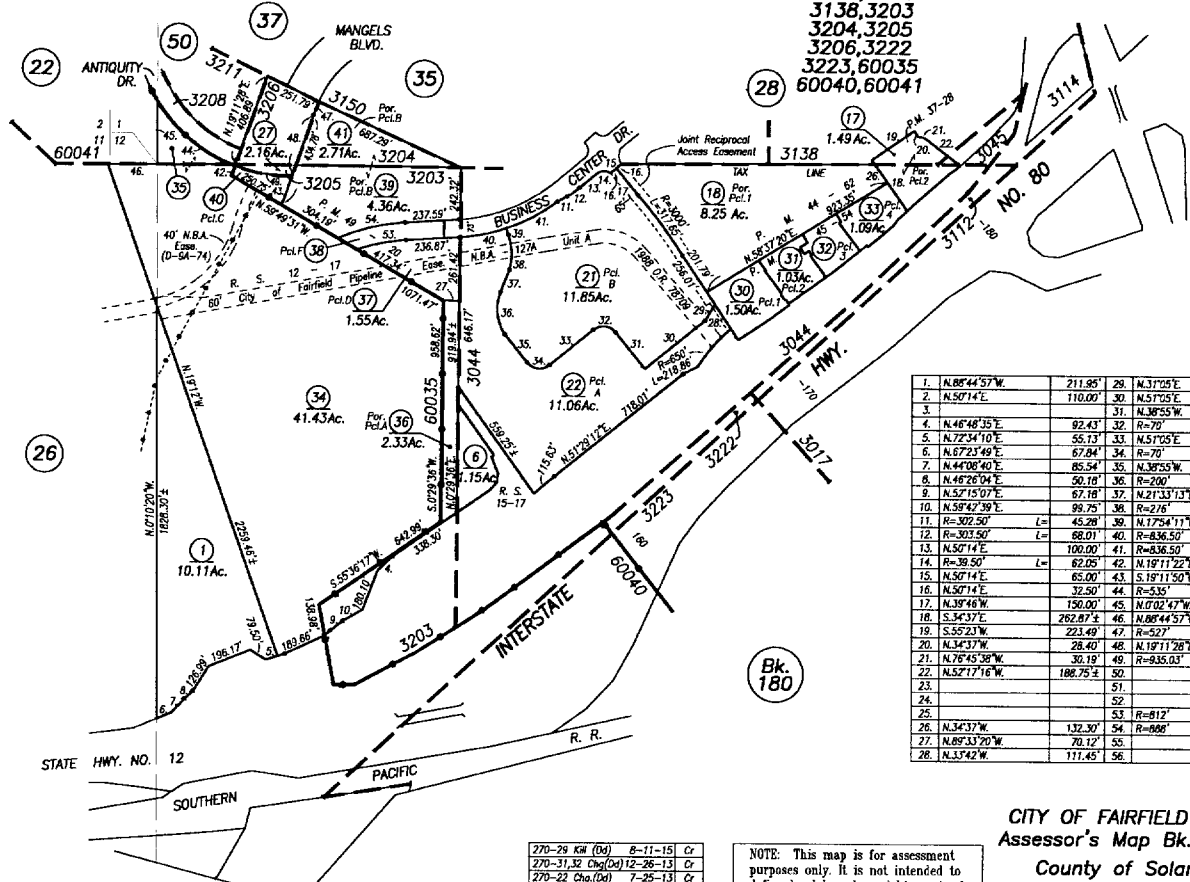
APN: APN 0148-270-400

POR. SEC. 1, 11 & 12, T.4N., R.3W., M.D.B. & M.

Tax Area Code

3017,3044
3138,3203
3204,3205
3206,3222
3223,60035
60040,60041

148-27



1.	N.88°44'57"W.	211.85'	29.	N.31°05'E.	78.61'
2.	N.50°14'E.	110.00'	30.	N.57°05'E.	336.27'
3.	N.46°48'35"E.	92.43'	31.	N.38°55'W.	202.75'
4.	N.72°34'10"E.	56.13'	32.	R=70'	L=108.96'
5.	N.67°23'49"E.	67.84'	33.	N.57°05'E.	L=224.00'
6.	N.44°08'40"E.	85.54'	34.	R=70'	L=108.96'
7.	N.46°26'04"E.	50.18'	35.	N.38°55'W.	L=155.55'
8.	N.57°15'07"E.	67.18'	36.	R=200'	L=182.64'
9.	N.59°42'39"E.	99.75'	37.	N.21°33'13"E.	L=104.68'
10.	R=302.50'	L=45.28'	38.	R=276'	L=153.81'
11.	R=302.50'	L=68.01'	39.	N.17°54'11"W.	L=28.28'
12.	R=303.50'	L=68.01'	40.	R=836.50'	L=211.23'
13.	N.50°14'E.	100.00'	41.	R=836.50'	L=256.67'
14.	R=36.50'	L=62.05'	42.	N.19°11'22"E.	L=73.50'
15.	N.50°14'E.	65.00'	43.	S.19°11'50"W.	L=154.40'
16.	N.50°14'E.	32.50'	44.	R=535'	L=362.11'
17.	N.39°46'W.	150.00'	45.	N.02°47'W.	L=280.00'
18.	S.34°37'E.	262.87'	46.	N.88°44'57"W.	L=211.85'
19.	S.55°23'W.	223.49'	47.	R=527'	L=83.32'
20.	N.34°37'W.	28.40'	48.	N.19°11'26"E.	L=280.38'
21.	N.76°45'39'W.	30.19'	49.	R=935.03'	L=249.13'
22.	N.57°17'16'W.	188.75'	50.		
23.			51.		
24.			52.		
25.			53.	R=812'	L=200.63'
26.	N.34°37'W.	132.30'	54.	R=886'	L=286.08'
27.	N.89°33'20'W.	70.12'	55.		
28.	N.35°42'W.	111.45'	56.		

270-29	KW (04)	8-11-15	Cr
270-31	32 Chg (04)	12-26-13	Cr
270-22	Chg (04)	7-25-13	Cr
270-33	Chg (04)	8-3-13	Cr
REVISION	DATE	BY	

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF FAIRFIELD & VICINITY
Assessor's Map Bk. 148 Pg. 27
County of Solano, Calif.

16-17

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

SEPTEMBER 15, 2016
JOB NO.: 2451-000

**EXHIBIT B
LEGAL DESCRIPTION
PUBLIC SERVICE EASEMENT
LANDS OF CORDELIA TRUST 1994- PARCEL C, 49 PM 20
FAIRFIELD, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL C AS SAID PARCEL C IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF LANDS OF CORDELIA TRUST 1994", FILED FOR RECORD JUNE 6, 2008 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, TEN (10) FEET IN WIDTH, THE SOUTHWESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEASTERN CORNER OF SAID PARCEL C (49 PM 20);

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERLY LINE OF SAID PARCEL C, NORTH 19°11'50" EAST 0.02 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE ARC OF A NON-TANGENT 224.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 47°21'53" EAST, THROUGH A CENTRAL ANGLE OF 29°44'17", AN ARC DISTANCE OF 116.26 FEET;

THENCE, ALONG THE ARC OF A REVERSE 15.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 77°06'10" WEST, THROUGH A CENTRAL ANGLE OF 55°17'12", AN ARC DISTANCE OF 14.47 FEET;

THENCE, ALONG THE ARC OF A REVERSE 71.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 21°48'58" EAST, THROUGH A CENTRAL ANGLE OF 61°39'39", AN ARC DISTANCE OF 76.41 FEET TO THE POINT OF TERMINUS FOR THIS DESCRIPTION.

THE NORTHEASTERLY LINE OF SAID STRIP IS SHORTENED SO AS TO TERMINATE IN THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL C.

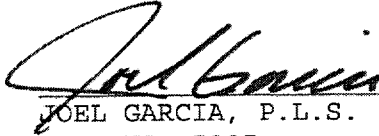
LEGAL DESCRIPTION
PAGE 2 OF 2

SEPTEMBER 15, 2016
JOB NO.: 2451-000

CONTAINING 1,995 SQUARE FEET OR 0.05 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION.

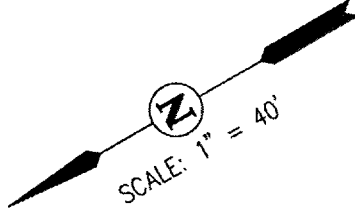


JOEL GARCIA, P.L.S.
L.S. NO. 5285



CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	224.00'	29°44'17"	116.26'
C2	15.00'	55°17'12"	14.47'
C3	71.00'	61°39'39"	76.41'

CITY OF FAIRFIELD
APN 0148-270-270



JAYO PROPERTY
APN 0148-270-390
APN 0148-270-410
PARCEL B
49 PM 20

POINT OF
TERMINUS

BUSINESS CENTER DRIVE
ROAD DEDICATION

N21°48'58"E (R)

S77°06'10"W (R)

LANDS OF CORDELIA

TRUST 1994

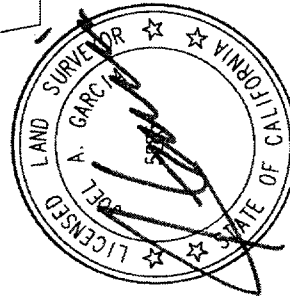
PARCEL C, 49 PM 20

10' PUBLIC SERVICE EASEMENT

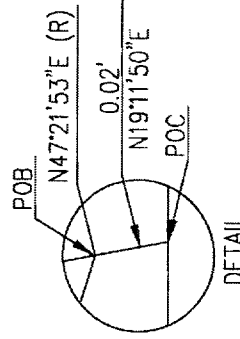
1,995 SF±

10' TEMPORARY CONSTRUCTION EASEMENT

POB
(SEE DETAIL)



DITTMER
2013-19915
APN 0148-270-340



SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PUBLIC SERVICE EASEMENT
LANDS OF CORDELIA TRUST 1994- PARCEL C (49 PM 20)
CITY OF FAIRFIELD, SOLANO COUNTY, CALIFORNIA

SEPTEMBER 13, 2016

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2633 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 868-0322

Parcel Name: Site 1 - PSE

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,269,026.2915'

East:6,086,969.0848'

Segment# 1: Curve

Length: 10.749'

Radius: 935.030'

Delta: 0.6587 (d)

Tangent: 5.375'

Chord: 10.749'

Course: S76° 39' 24.16"E

Course In: N13° 40' 21.46"E

Course Out: S13° 00' 50.22"W

RP North: 2,269,934.8248'

East: 6,087,190.1015'

End North: 2,269,023.8108'

East: 6,086,979.5437'

Segment# 2: Curve

Length: 61.992'

Radius: 61.000'

Delta: 58.2277 (d)

Tangent: 33.971'

Chord: 59.359'

Course: S39° 04' 11.90"E

Course In: N80° 02' 37.98"E

Course Out: S21° 48' 58.23"W

RP North: 2,269,034.3573'

East: 6,087,039.6251'

End North: 2,268,977.7261'

East: 6,087,016.9557'

Segment# 3: Curve

Length: 24.123'

Radius: 25.000'

Delta: 55.2865 (d)

Tangent: 13.094'

Chord: 23.198'

Course: S40° 32' 26.02"E

Course In: S21° 48' 58.23"W

Course Out: N77° 06' 09.74"E

RP North: 2,268,954.5165'

East: 6,087,007.6649'

End North: 2,268,960.0967'

East: 6,087,032.0342'

Segment# 4: Curve

Length: 106.144'

Radius: 214.000'

Delta: 28.4188 (d)

Tangent: 54.188'

Chord: 105.060'

Course: S27° 06' 24.10"E

Course In: N77° 06' 09.74"E

Course Out: S48° 41' 02.05"W

RP North: 2,269,007.8623'

East: 6,087,240.6354'

End North: 2,268,866.5768'

East: 6,087,079.9045'

Segment# 5: Line

Course: S19° 11' 50.00"W
North: 2,268,855.9118'

Length: 11.293'
East: 6,087,076.1912'

Segment# 6: Line

Course: N59° 49' 31.00"W
North: 2,268,856.1184'

Length: 0.411'
East: 6,087,075.8359'

Segment# 7: Line

Course: N19° 11' 50.01"E
North: 2,268,856.1401'

Length: 0.023'
East: 6,087,075.8434'

Segment# 8: Curve

Length: 116.262'
Delta: 29.7381 (d)
Chord: 114.961'
Course In: N47° 21' 52.71"E
RP North: 2,269,007.8620'
End North: 2,268,957.8643'

Radius: 224.000'
Tangent: 59.472'
Course: N27° 45' 58.77"W
Course Out: S77° 06' 09.74"W
East: 6,087,240.6356'
East: 6,087,022.2867'

Segment# 9: Curve

Length: 14.474'
Delta: 55.2865 (d)
Chord: 13.919'
Course In: S77° 06' 09.74"W
RP North: 2,268,954.5163'
End North: 2,268,968.4420'

Radius: 15.000'
Tangent: 7.856'
Course: N40° 32' 26.02"W
Course Out: N21° 48' 58.23"E
East: 6,087,007.6651'
East: 6,087,013.2396'

Segment# 10: Curve

Length: 76.409'
Delta: 61.6608 (d)
Chord: 72.775'
Course In: N21° 48' 58.23"E
RP North: 2,269,034.3570'
End North: 2,269,026.2912'

Radius: 71.000'
Tangent: 42.376'
Course: N37° 21' 12.33"W
Course Out: S83° 28' 37.11"W
East: 6,087,039.6253'
East: 6,086,969.0849'

Perimeter: 421.881'
Error Closure: 0.0003
Error North : -0.00028

Area: 1,999.32Sq.Ft.
Course: S28° 33' 47.28"E
East: 0.00015

CERTIFICATE OF ACCEPTANCE

Dated as of: _____, 2017.

11245-0001\2023289v2.doc

EXHIBIT C

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:	
City of Fairfield Attn: _____ 1000 Webster Street Fairfield, CA 94533	
	THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

A.P.N.: 0148-270-400

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is entered into as of _____, 2017, by and between ROBERT W. DITTMER, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 ("Owner"), and the CITY OF FAIRFIELD, a municipal corporation ("City"). Owner and City are sometimes individually referred to herein as "Party" and collectively as "Parties."

R E C I T A L S

A. Owner is the owner of the land described and depicted on Exhibit A and the improvements thereon (the "Owner Parcel").

B. City is reconfiguring Roberts Road and extending Mangels Boulevard (the "Project") and intends to undertake certain construction activities related to the Project that includes, but is not limited to, street, curb and gutter construction, utility relocation, work on light poles, and landscaping (collectively, the "Construction Work"). During the course of the Construction Work it may be necessary or convenient for City to enter upon and across portions of the Owner Parcel in connection with the Construction Work.

C. As part of the Project, Owner and City entered into that certain Purchase and Sale Agreement dated as of _____, 2017 (the "Agreement"). Under the Agreement, Owner agreed to convey to City a temporary construction easement for access onto the Owner Parcel for the benefit of the Construction Work, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

(a) Temporary Construction Easement. Owner hereby grants to City, for use by City and its permittees, a temporary construction easement (the "Easement") onto the Owner

Parcel, as legally described on Exhibits B-1 and B-2, and depicted on Exhibit C, for purposes related to the Construction Work.

(b) Term. The term of the Easement granted under this Agreement shall commence on the date hereof and shall expire upon the earlier of (i) two years from the date of this Agreement, or (ii) completion of the Construction Work. The term of this Agreement shall not exceed two years without written consent from Owner. City or its permittees shall provide Owner with at least ten days notice of the date that it will break ground for construction and shall also provide notice upon completion of construction.

2. Use of Easement.

(a) Restoration of Owner Parcel. City shall install 8' high chain link temporary fencing along the Easement, generally as depicted in Exhibit C, to ensure that Owner's livestock is contained to the Owner's adjacent properties. Upon completion of the Construction Work, City shall grade that portion of the surface of the Owner Parcel within the Easement area to a level reasonably satisfactory to Owner. Upon completion of the Construction Work, City shall cause the installation of permanent fencing generally as depicted in Exhibit C, and shall cause the temporary fencing to be removed and disposed of. Permanent fence materials will be of like or similar kind, style, and color to that of the existing fencing located on Antiquity Drive.

(b) Ingress and Egress. City and its permittees shall not unreasonably impair the ingress or egress of any of Owner's tenants. City will make every reasonable effort to ensure Owner's access to adjacent properties via a Temporary Access Road Plan as depicted on Exhibit D. City and Owner agree that Exhibit D is a reference only and that some modifications or adjustments to the Temporary Access Road Plan may need to be made. Owner will be notified of any such modifications or adjustments that may affect Owner's access.

3. Indemnity. Notwithstanding any other provision herein, City hereby agrees to indemnify, defend and hold harmless Owner from and against any obligations, liabilities, claims, liens, encumbrances, demands, losses, damages, causes of action, judgments, costs and expenses (including, without limitation, actual attorneys' fees and expenses), whether direct, contingent or consequential (collectively, "Claims") related to City's or its permittees' acts or omissions in the performance of the Construction Work. The foregoing indemnity obligations shall not apply to the extent that the Claims arise due to the negligence or willful misconduct of Owner or its agents, contractors, employees or invitees.

4. No Liens. City shall conduct the Construction Work so as to cause no mechanic's, materialman's or other lien to be filed against the Owner Parcel, and City hereby agrees to indemnify, defend and hold Owner harmless from and against any damages, liabilities, penalties, losses, costs (including, without limitation, actual attorneys' fees), expenses, causes of action, demands, claims and judgments in connection with any such lien that may be filed against the Owner Parcel. Without limiting the generality of the foregoing, however, if any such lien shall be filed against the Owner Parcel, then City shall, within five business days of Owner's written request, cause such lien to be removed from the Owner Parcel. If City shall fail to remove any such lien within ten business days of any such request, then Owner may, but shall

not be required, to remove such lien itself, in which case City shall reimburse Owner for Owner's actual costs and expenses incurred in doing so promptly upon Owner's demand upon City for such reimbursement.

5. Dispute Resolution. In the event of any dispute between the Parties with respect to this Agreement, the Parties shall meet and confer to attempt to resolve the dispute through good-faith negotiation. If the Parties are unable to resolve the dispute through such good-faith negotiation, the Parties shall submit the matter to a mediation administered by the Judicial Arbitration and Mediation Service ("JAMS") or as otherwise agreed by the Parties. Nothing herein shall preclude any Party from pursuing its legal or equitable remedies at any time it deems such action to be necessary and appropriate.

6. Miscellaneous.

(a) Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand; be sent by registered or certified mail, postage prepaid, return receipt requested; or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each Party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof.

If to Owner:

If to City:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attn: Julie Lucido
(707) 428-7494

(b) Assignment, Successors and Assigns. This Agreement may not be assigned by any Party hereto without the consent of the other Party; provided, however, upon an

approved assignment, this Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors, heirs, administrators and assigns.

(c) Running With Land; Memorandum of Termination. The covenants and agreements contained herein and the rights, privileges and Easement herein granted shall run with and shall be appurtenant to the Owner Parcel and shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Within ten days of the termination of this Agreement, the Parties shall execute and record a memorandum of termination.

(d) Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

(e) Severability. If the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

(f) Singular and Plural; Gender. Whenever the singular number is used in this Agreement and the context requires, the same shall include the plural. Further, when used in this Agreement and the context requires, the neuter gender shall include the feminine and masculine, the masculine shall include the feminine and neuter, the feminine shall include the masculine and neuter, and each shall include any reference to a corporation, partnership, trust, or other legal entity.

(g) Entire Agreement. This Agreement and all documents referred to herein: (i) constitute and are intended as a final expression and a complete and exclusive statement of the understanding and the agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersede all prior or simultaneous understandings, correspondence, letters of intent, negotiations, or agreements, whether oral or in writing, between the Parties respecting the subject matter of this Agreement; and (iii) may not be modified, amended or otherwise changed in any manner except by a writing specifically setting forth such modification, amendment or change and executed by each of the Parties hereto. All exhibits attached hereto are incorporated herein by this reference.

(h) Jurisdiction, Venue. In the event any matter between the Parties related to the subject matter of this Agreement is required to be heard by a court, the Parties consent to jurisdiction in the State of California, County of Solano. Subject to Section (d) above, the Parties acknowledge and agree that the Superior Court of the State of California in and for the County of Solano, and the associated federal and appellate courts, are the appropriate venues to hear and decide any issue, dispute, or controversy arising from or related to this Agreement and such courts shall have exclusive jurisdiction to so hear and decide any such issue, dispute, or controversy.

(i) Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(j) Further Acts. Each of the Parties shall execute such other and further documents and do such further acts as may be reasonably required to effectuate the intent of the Parties and carry out the terms of this Agreement.

(k) Headings. The headings used in this Agreement are for convenience only and shall not be used to aid in the interpretation of this Agreement.

(l) Attorneys' Fees. If any action shall be commenced to enforce the terms of this Agreement or to declare the rights of the Parties hereunder, the prevailing Party shall be entitled to recover all of its costs and expenses (including, but not limited to, its actual attorneys fees) from the nonprevailing party. In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees and other litigation costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement. This provision shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

CITY:

CITY OF FAIRFIELD, a municipal corporation

By: _____

David A. White
City Manager

OWNER:

ROBERT W. DITTMER, as Trustee of the Cordelia
Trust of 1994, under Declaration of Trust dated May 25,
1994

By: _____

Robert W. Dittmer, Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____ }

On _____, before me, _____, a
notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____ }

On _____, before me, _____, a
notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)

Exhibit "A"

Legal Description

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

Parcel C, as shown on that certain map entitled: "Parcel Map of Lands of Cordelia Trust 1994," which map was filed in the office of the Recorder of Solano County, California on June 6, 2008, in Book 49 of Parcel Maps, at Page 20.

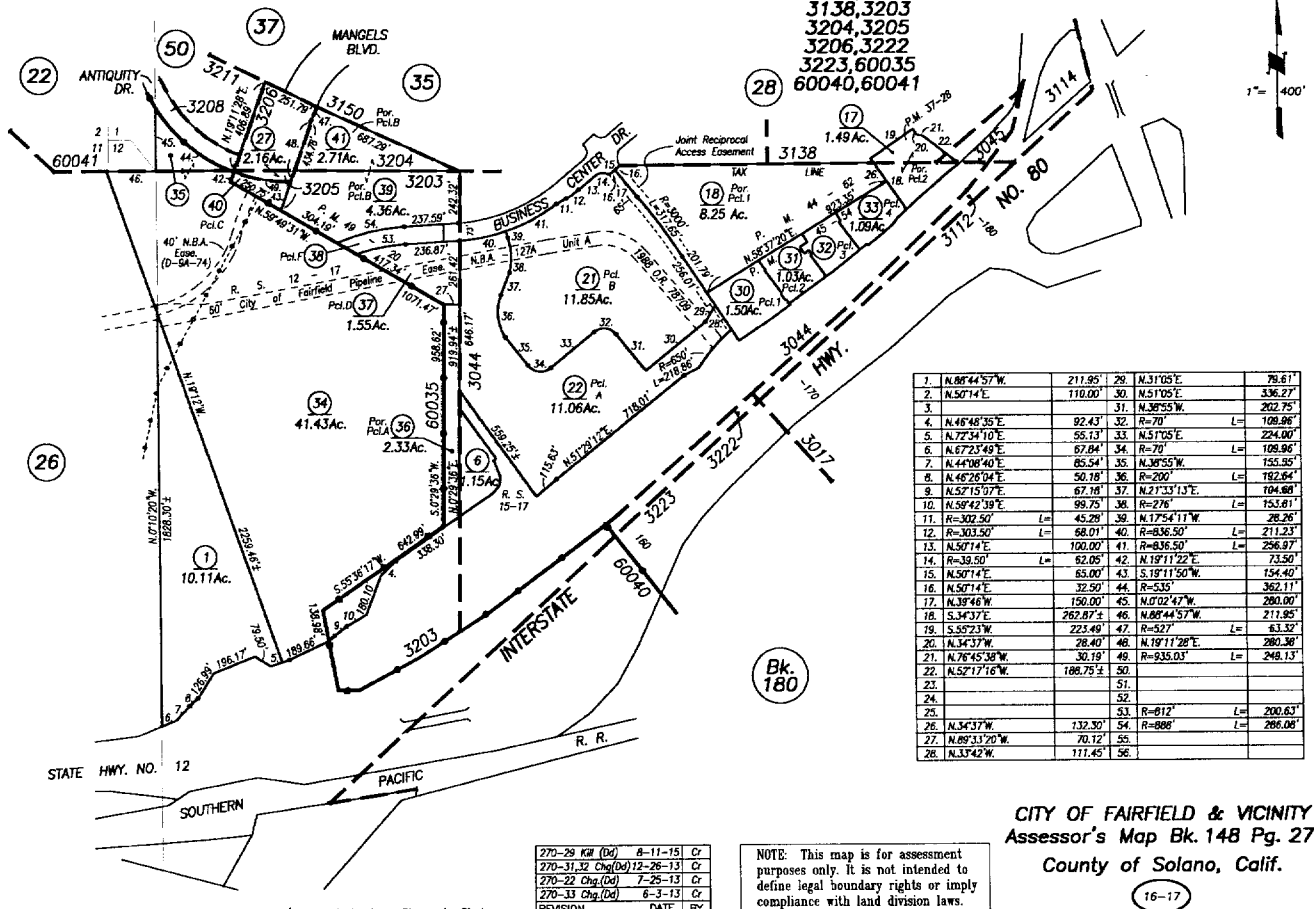
APN: APN 0148-270-400

POR. SEC. 1, 11 & 12, T.4N., R.3W., M.D.B. & M.

Tax Area Code

3017, 3044
3138, 3203
3204, 3205
3206, 3222
3223, 60035
60040, 60041

148-27



1. N.88°44'57"W.	211.95'	20. N.31°05'E.	79.61'
2. N.50°14'E.	110.00'	30. N.51°05'E.	336.27'
3. N.46°48'35"E.	92.43'	31. N.36°55'W.	202.75'
4. N.72°34'10"E.	55.13'	32. R=70'	L=109.96'
5. N.67°23'49"E.	67.84'	33. N.51°05'E.	224.00'
6. N.44°08'40"E.	65.54'	34. R=70'	L=109.96'
7. N.46°26'04"E.	50.18'	35. N.36°55'W.	155.95'
8. N.57°15'07"E.	67.18'	36. R=200'	L=182.84'
9. N.58°42'19"E.	99.75'	37. N.21°33'13"E.	104.88'
10. R=302.50'	L=45.29'	38. R=276'	L=153.81'
11. R=303.50'	L=68.01'	39. N.17°54'11"W.	28.26'
12. N.50°14'E.	100.00'	40. R=836.50'	L=211.23'
13. R=38.50'	L=52.05'	41. R=836.50'	L=256.97'
14. N.50°14'E.	65.00'	42. N.19°11'22"E.	73.50'
15. N.50°14'E.	32.50'	43. S.19°11'50"W.	154.40'
16. N.50°14'E.	150.00'	44. R=535'	362.11'
17. N.38°46'W.	262.87'	45. N.02°43'W.	280.00'
18. S.34°17'E.	223.49'	46. N.68°44'57"W.	211.95'
19. S.55°23'W.	28.40'	47. R=527'	L=63.32'
20. N.34°37'W.	30.19'	48. N.19°11'28"E.	280.36'
21. N.76°45'38'W.	188.75'	49. R=935.03'	L=248.13'
22. N.52°17'16'W.	111.45'	50.	
23.		51.	
24.		52.	
25.		53. R=812'	L=200.63'
26. N.34°37'W.	132.30'	54. R=886'	L=266.06'
27. N.89°33'20'W.	70.12'	55.	
28. N.37°42'W.	111.45'	56.	

270-29 R/W (04)	6-11-15	Cr
270-31, 32 Chg (04)	12-26-13	Cr
270-22 Chg (04)	7-25-13	Cr
270-33 Chg (04)	6-3-13	Cr
REVISION	DATE	BY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF FAIRFIELD & VICINITY
Assessor's Map Bk. 148 Pg. 27
County of Solano, Calif.

16-17

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

SEPTEMBER 15, 2016
JOB NO.: 2451-000

Exhibit B-1

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
LANDS OF CORDELIA TRUST 1994- PARCEL C, 49 PM 20
FAIRFIELD, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL C AS SAID PARCEL C IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF LANDS OF CORDELIA TRUST 1994", FILED FOR RECORD JUNE 6, 2008 IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND, TEN (10) FEET IN WIDTH, THE NORTHEASTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A THE SOUTHEASTERN CORNER OF SAID PARCEL C (49 PM 20);

THENCE FROM SAID POINT OF COMMENCEMENT, ALONG THE EASTERLY LINE OF SAID PARCEL C, NORTH 19°11'50" EAST 0.02 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE ARC OF A NON-TANGENT 224.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 47°21'53" EAST, THROUGH A CENTRAL ANGLE OF 29°44'17", AN ARC DISTANCE OF 116.26 FEET;

THENCE, ALONG THE ARC OF A REVERSE 15.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 77°06'10" WEST, THROUGH A CENTRAL ANGLE OF 55°17'12", AN ARC DISTANCE OF 14.47 FEET;

THENCE, ALONG THE ARC OF A REVERSE 71.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 21°48'58" EAST, THROUGH A CENTRAL ANGLE OF 61°39'39", AN ARC DISTANCE OF 76.41 FEET TO THE POINT OF TERMINUS FOR THIS DESCRIPTION.

THE SOUTHWESTERLY LINE OF SAID STRIP IS SHORTENED OR LENGTHENED SO AS TO TERMINATE IN THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL C.

LEGAL DESCRIPTION
PAGE 2 OF 2

SEPTEMBER 15, 2016
JOB NO.: 2451-000

CONTAINING 1,979 SQUARE FEET OR 0.05 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION.

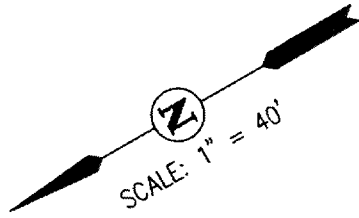


Joel Garcia

JOEL GARCIA, P.L.S.
L.S. NO. 5285

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	224.00'	29°44'17"	116.26'
C2	15.00'	55°17'12"	14.47'
C3	71.00'	61°39'39"	76.41'

CITY OF FAIRFIELD
APN 0148-270-270



JAYO PROPERTY
APN 0148-270-390
APN 0148-270-410
PARCEL B
49 PM 20

POINT OF
TERMINUS

BUSINESS CENTER DRIVE
ROAD DEDICATION

S77°06'10"W (R)

N21°48'58"E (R)

C3

C2

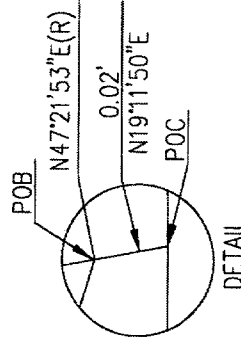
C1

LANDS OF CORDELIA
TRUST 1994
PARCEL C, 49 PM 20

10' PUBLIC SERVICE EASEMENT

10' TEMPORARY CONSTRUCTION EASEMENT
1,979 SF±

POB
(SEE DETAIL)



DETAIL

SHEET 1 OF 1

DITTMER
2013-19915
APN 0148-270-340



PLAT TO ACCOMPANY LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT
LANDS OF CORDELIA TRUST 1994- PARCEL C (49 PM 20)
CITY OF FAIRFIELD, SOLANO COUNTY, CALIFORNIA

SEPTEMBER 13, 2016

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
2833 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA, (925) 866-0322

Parcel Name: Site 1 - TCE

Description:

Process segment order counterclockwise: False

Enable mapcheck across chord: False

North:2,268,959.1584'

East:6,087,009.5231'

Segment# 1: Curve

Length: 90.883'

Radius: 81.000'

Delta: 64.2867 (d)

Tangent: 50.897'

Chord: 86.190'

Course: N36° 02' 25.69"W

Course In: N21° 48' 58.23"E

Course Out: S86° 06' 10.39"W

RP North: 2,269,034.3573'

East: 6,087,039.6251'

End North: 2,269,028.8521'

East: 6,086,958.8124'

Segment# 2: Curve

Length: 10.587'

Radius: 935.030'

Delta: 0.6487 (d)

Tangent: 5.293'

Chord: 10.587'

Course: S76° 00' 10.84"E

Course In: N14° 19' 16.86"E

Course Out: S13° 40' 21.46"W

RP North: 2,269,934.8248'

East: 6,087,190.1015'

End North: 2,269,026.2915'

East: 6,086,969.0848'

Segment# 3: Curve

Length: 76.409'

Radius: 71.000'

Delta: 61.6608 (d)

Tangent: 42.376'

Chord: 72.775'

Course: S37° 21' 12.33"E

Course In: N83° 28' 37.11"E

Course Out: S21° 48' 58.23"W

RP North: 2,269,034.3573'

East: 6,087,039.6251'

End North: 2,268,968.4423'

East: 6,087,013.2394'

Segment# 4: Curve

Length: 14.474'

Radius: 15.000'

Delta: 55.2865 (d)

Tangent: 7.856'

Chord: 13.919'

Course: S40° 32' 26.02"E

Course In: S21° 48' 58.23"W

Course Out: N77° 06' 09.74"E

RP North: 2,268,954.5165'

East: 6,087,007.6650'

End North: 2,268,957.8646'

East: 6,087,022.2865'

Segment# 5: Curve

Length: 116.262'
Delta: 29.7381 (d)
Chord: 114.961'
Course In: N77° 06' 09.74"E
RP North: 2,269,007.8623'
End North: 2,268,856.1404'

Radius: 224.000'
Tangent: 59.472'
Course: S27° 45' 58.77"E
Course Out: S47° 21' 52.71"W
East: 6,087,240.6354'
East: 6,087,075.8433'

Segment# 6: Line
Course: S19° 11' 50.01"W
North: 2,268,856.1187'

Length: 0.023'
East: 6,087,075.8357'

Segment# 7: Line
Course: N59° 49' 31.00"W
North: 2,268,870.4052'

Length: 28.423'
East: 6,087,051.2641'

Segment# 8: Curve
Length: 94.248'
Delta: 23.0770 (d)
Chord: 93.612'
Course In: N54° 01' 32.52"E
RP North: 2,269,007.8620'
End North: 2,268,955.6322'

Radius: 234.000'
Tangent: 47.772'
Course: N24° 26' 08.87"W
Course Out: S77° 06' 09.74"W
East: 6,087,240.6358'
East: 6,087,012.5392'

Segment# 9: Curve
Length: 4.825'
Delta: 55.2865 (d)
Chord: 4.640'
Course In: S77° 06' 09.74"W
RP North: 2,268,954.5162'
End North: 2,268,959.1581'

Radius: 5.000'
Tangent: 2.619'
Course: N40° 32' 26.02"W
Course Out: N21° 48' 58.23"E
East: 6,087,007.6653'
East: 6,087,009.5235'

Perimeter: 436.134'
Error Closure: 0.0005
Error North : -0.00035

Area: 1,978.91Sq.Ft.
Course: S45° 22' 30.51"E
East: 0.00035

Precision 1: 872,268.000

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
LANDS OF CORDELIA TRUST 1994,
PARCEL B (DN 2001-0151489) and PARCEL D (49 PM 20)
CITY OF FAIRFIELD, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS 'PARCEL B AFTER LOT LINE ADJUSTMENT' IN THE GRANT DEED RECORDED DECEMBER 26, 2001 AS DOCUMENT NO. 2001-0151489, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL B (DN 2001-0151489). SAID POINT ALSO BEING THE MOST SOUTHERLY CORNER OF PARCEL C, AS SAID PARCEL C IS SHOWN AND SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED 'PARCEL MAP OF LANDS OF CORDELIA TRUST 1994' FILED FOR RECORD JUNE 6, 2008 IN BOOK 49 OF PARCEL MAPS AT PAGE 20 IN SAID OFFICE OF THE COUNTY RECORDER.

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID NORTHEASTERLY LINE, SOUTH 59°49'31" EAST 430.18 FEET;

THENCE, LEAVING SAID NORTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, FROM WHICH THE CENTER BEARS SOUTH 16°19'04" EAST, THROUGH A CENTRAL ANGLE OF 01°57'48", AN ARC DISTANCE OF 27.14;

THENCE, NORTH 59°49'31" WEST 412.14 FEET;

THENCE, NORTH 30°10'29" EAST 20.00 FEET TO SAID POINT OF BEGINNING;

CONTAINING 8,424 SQUARE FEET OR 0.19 ACRES OF LAND, MORE OR LESS.

PARCEL TWO

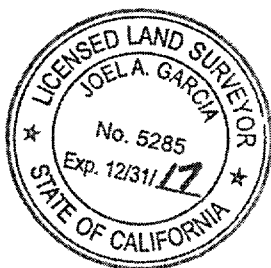
BEING THE NORTHERN TWENTY (20) FEET OF PARCEL D, AS SAID PARCEL D IS SHOWN AND SO DESIGNATED ON SAID MAP (49 PM 20).

CONTAINING 8,504 SQUARE FEET OR 0.20 ACRES OF LAND, MORE OR LESS.

FOR A TOTAL AREA OF 16,928 SQUARE FEET OR 0.39 ACRES MORE OR LESS

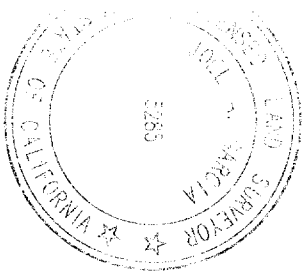
ATTACHED HERETO IS A PLAT (EXHIBIT B) TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Joel Garcia
JOEL GARCIA, P.L.S.
E.S. NO. 5285

03-31-2017

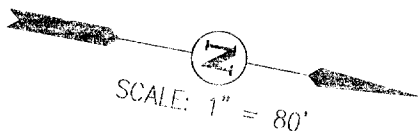


LEGEND	
POB	POINT OF BEGINNING
(R)	RADIAL
OR	OFFICIAL RECORDS
SF	SQUARE FEET
DN	DOCUMENT NUMBER

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	792.00'	1°57'48"	27.14'

LINE TABLE		
NO	BEARING	LENGTH
L1	S30°10'29"W	20.00'

TEMPORARY CONSTRUCTION EASEMENT
TOTAL AREA = 16,328 S.F.



SHEET 1 OF 1

ATT TO ACCOMPANY LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION EASEMENT

LANDS OF CORDELLA TRUST 1994 DN 2001-151463 AND PARCEL D (49 PM 20)

SOLANO COUNTY, CALIFORNIA

MARCH 30, 2017

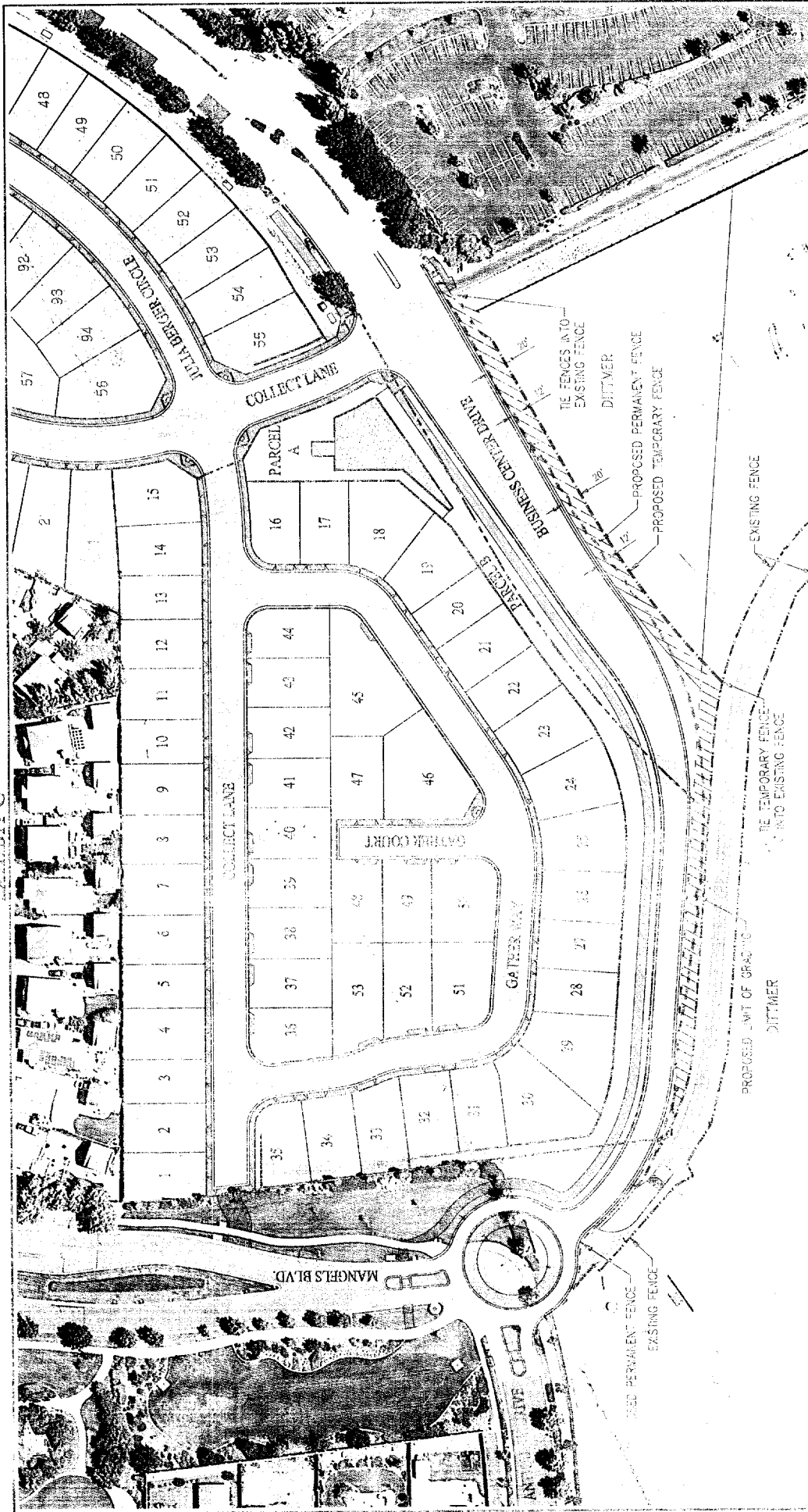
Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
WWW.CSBG.COM

SAN RAMON • (925) 866-0322
WEST SACRAMENTO • (916) 375-1877

3/24/17-0000-00-EXHIBITS-038 DITTING ICE PLAT WITH FENCE AND GRADING LIMIT OVERLAY.DWG

EXHIBIT C



DITTMER FENCING

JAYO PROPERTY

CITY OF FAIRFIELD, SOLANO COUNTY, CALIFORNIA

Carlson, Barnes & Gibson, Inc.
CIVIL ENGINEERS/ARCHITECTS/PLANNERS
1000 10TH STREET, SUITE 100
FAIRFIELD, CALIFORNIA 94504
PHONE: (707) 428-1177
FAX: (707) 428-1178



PROPOSED PERMANENT FENCE
PROPOSED TEMPORARY FENCE
EXISTING FENCE
PROPOSED LIMIT OF GRADING
TEMPORARY CONSTRUCTION EASEMENT

END

EXHIBIT D

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

City of Fairfield
1000 Webster Street
Fairfield, California 94533
Attention: Community Development Department

With a copy to the grantor at:

APN: 0148-270-400

[Space Above For Recorder's Use Only]

*The undersigned declares that this Easement is exempt from Recording Fees pursuant to
California Government Code Section 27383.*

LANDSCAPE EASEMENT

THIS LANDSCAPE EASEMENT (this "Agreement") is dated as of _____, 2017, and is entered into by ROBERT W. DITTMER, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 ("Owner") in favor of the CITY OF FAIRFIELD, a California municipal corporation ("City").

RECITALS:

A. Owner is the sole owner of the land located in the City of Fairfield, County of Solano, State of California, described on Exhibit A attached hereto (the "Property").

B. Owner, as seller, and City, as buyer, have entered into a Purchase and Sale Agreement and Joint Escrow Instructions ("PSA") for City's purchase of land owned by Seller that is adjacent to the Property (the "City Property"), as more particularly described therein.

C. Pursuant to the PSA, City is also purchasing a landscape easement over, under, and across the portion of the Property described on Exhibit B (the "Easement Area").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and for other consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. Grant of Easement. Owner hereby grants to City an easement for landscape purposes, on, over, under and across the Easement Area legally described on Exhibit B.

2. Covenant Running with Land. This Agreement shall run with the land and encumber the Property and the Easement Area, as the case may be, and inure to the benefit of City and the adjacent City owned property. The terms, covenants and conditions set forth herein shall inure to the benefit of and shall be binding upon all parties now or hereafter having an interest in, under or to the Property or the Easement Area.

3. Indemnity. Notwithstanding any other provision herein, City hereby agrees to indemnify, defend and hold harmless Owner from and against any obligations, liabilities, claims, liens, encumbrances, demands, losses, damages, causes of action, judgments, costs and expenses (including, without limitation, actual attorneys' fees and expenses), whether direct, contingent or consequential (collectively, "Claims") related to City's or its permittees' acts or omissions and allowed use of the Easement Area. The foregoing indemnity obligations shall not apply to the extent that the Claims arise due to the negligence or willful misconduct of Owner or its agents, contractors, employees or invitees.

4. Governing Law. This Agreement is made and entered into in the State of California and shall be interpreted, enforced and governed under the laws of the State of California.

5. Severability. If any term of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term of this Agreement will be valid and be enforced to the fullest extent permitted by law.

6. Change, Discharge, Termination or Waiver. No provision of this Agreement may be changed, discharged, terminated or waived except in writing signed by the then-Owner(s) of the Easement Area and the City Manager. No failure on the part of a party to exercise, and no delay by a party in exercising, any right or remedy hereunder or under law or in equity shall operate as a waiver thereof.

7. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes in all respects any and all other negotiations, representations, correspondence or communications between the parties, whether oral or written.

8. Further Assurances. The parties shall promptly execute, acknowledge, deliver and record such instruments and take such actions as may be reasonably necessary to evidence and perform all of the obligations and rights granted or created in this Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties had executed the same counterpart.

IN WITNESS WHEREOF, the parties hereto have entered into this Landscape Easement as of the day and year first set forth above.

[signatures begin on next page]

CITY:

CITY OF FAIRFIELD,
a California municipal corporation

By: _____

David A. White
City Manager

ATTEST:

By: _____

City Clerk

OWNER:

ROBERT W. DITTMER, as Trustee of the Cordelia
Trust of 1994, under Declaration of Trust dated
May 25, 1994

By: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

Parcel C, as shown on that certain map entitled: "Parcel Map of Lands of Cordelia Trust 1994," which map was filed in the office of the Recorder of Solano County, California on June 6, 2008, in Book 49 of Parcel Maps, at Page 20.

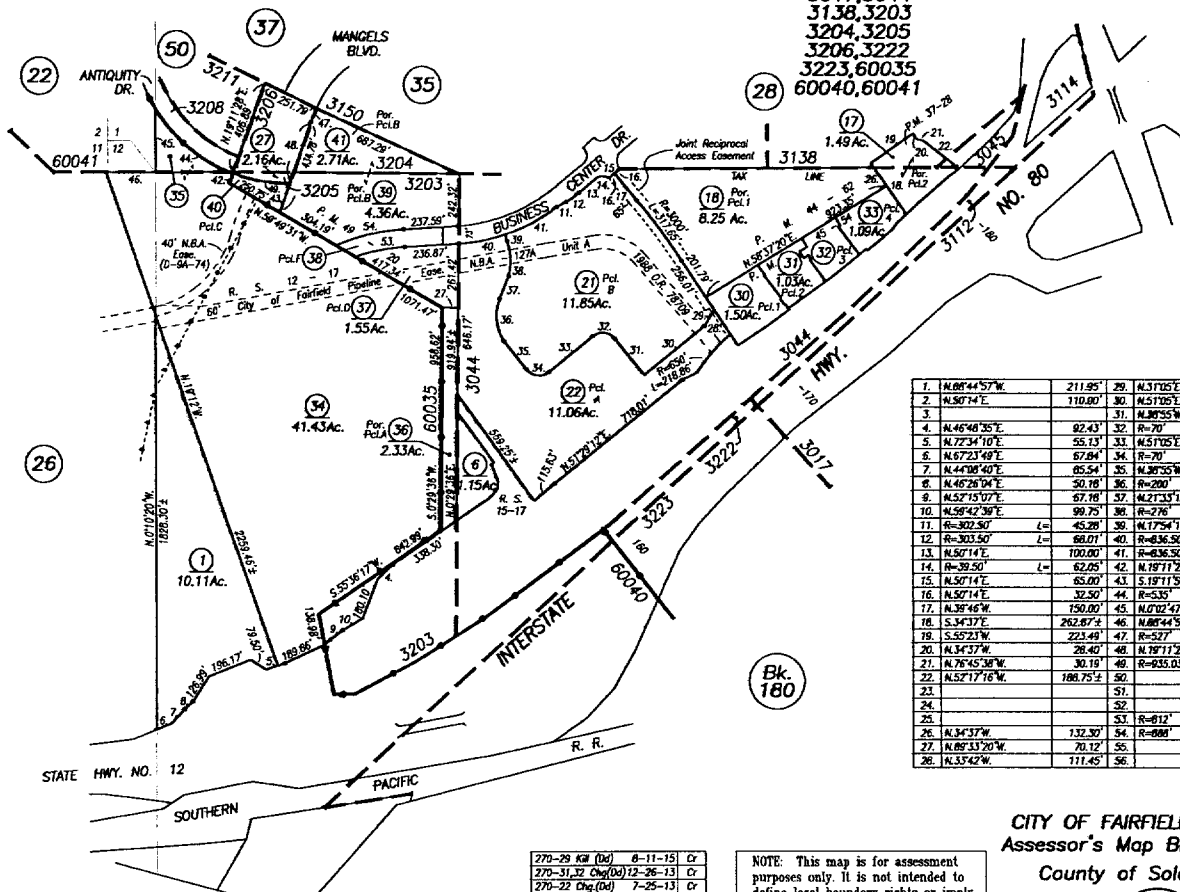
APN: APN 0148-270-400

POR. SEC. 1, 11 & 12, T.4N., R.3W., M.D.B. & M.

Tax Area Code

3017,3044
3138,3203
3204,3205
3206,3222
3223,60035
60040,60041

148-27



1.	N.08°44'57"W.	211.95'	29.	N.31°05'E.	75.61'
2.	N.50°14'E.	110.00'	30.	N.51°05'E.	536.27'
3.	N.46°46'35"E.	82.43'	31.	N.80°55'W.	302.75'
4.	N.72°34'10"E.	55.13'	32.	R=70'	L=
5.	N.67°23'49"E.	67.84'	33.	N.51°05'E.	224.00'
6.	N.44°08'40"E.	85.54'	34.	R=70'	L= 688.86'
7.	N.46°26'04"E.	50.18'	35.	N.80°55'W.	755.95'
8.	N.57°15'07"E.	67.18'	36.	R=200'	L= 782.64'
9.	N.50°14'E.	65.00'	37.	N.21°33'13"E.	184.08'
10.	N.50°14'E.	65.00'	38.	R=276'	L= 753.61'
11.	R=302.50'	L=	39.	N.17°54'11"W.	381.36'
12.	R=303.50'	L=	40.	R=636.50'	L= 211.23'
13.	N.50°14'E.	100.00'	41.	R=636.50'	L= 256.97'
14.	R=39.50'	L=	42.	N.19°11'22"E.	73.30'
15.	N.50°14'E.	65.00'	43.	S.19°11'50"W.	154.40'
16.	N.50°14'E.	32.50'	44.	R=535'	L= 362.11'
17.	N.39°46'W.	150.00'	45.	N.02°47'W.	280.80'
18.	S.34°37'E.	262.67'	46.	N.88°44'57"W.	211.95'
19.	S.50°23'W.	223.48'	47.	R=527'	L= 633.32'
20.	N.34°37'W.	26.40'	48.	N.19°11'28"E.	280.86'
21.	N.76°45'36"W.	30.19'	49.	R=435.03'	L= 248.13'
22.	N.52°17'16"W.	188.75'±	50.		
23.			51.		
24.			52.		
25.			53.	R=812'	L= 200.63'
26.	N.34°37'W.	132.30'	54.	R=688'	L= 286.80'
27.	N.88°44'57"W.	70.12'	55.		
28.	N.33°42'W.	111.45'	56.		

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

270-29 K&W (D)	8-11-15	CV
270-31,32 Chg (D)	12-26-13	CV
270-22 Chg (D)	7-25-13	CV
270-33 Chg (D)	6-3-13	CV
REVISION	DATE	BY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF FAIRFIELD & VICINITY
Assessor's Map Bk. 148 Pg. 27
County of Solano, Calif.

16-17

EXHIBIT B

DESCRIPTION OF EASEMENT AREA

(Attached.)

FEBRUARY 28, 2017
JOB NO.: 2451-00

EXHIBIT A
LEGAL DESCRIPTION
LANDSCAPE EASEMENT
LANDS OF CORDELIA TRUST 1994 (49 PM 20)
CITY OF FAIRFIELD, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
FAIRFIELD, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING THE NORTHERN TEN (10) FEET OF PARCEL D, AS SAID PARCEL D IS SHOWN AND
SO DESIGNATED ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP OF LANDS OF
CORDELIA TRUST 1994" FILED FOR RECORD JUNE 6, 2008 IN BOOK 49 OF PARCEL MAPS
AT PAGE 20, OFFICIAL RECORDS OF SOLANO COUNTY.

CONTAINING 4,314 SQUARE FEET OR 0.10 ACRES OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT (EXHIBIT B) TO ACCOMPANY LEGAL DESCRIPTION, AND BY
THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

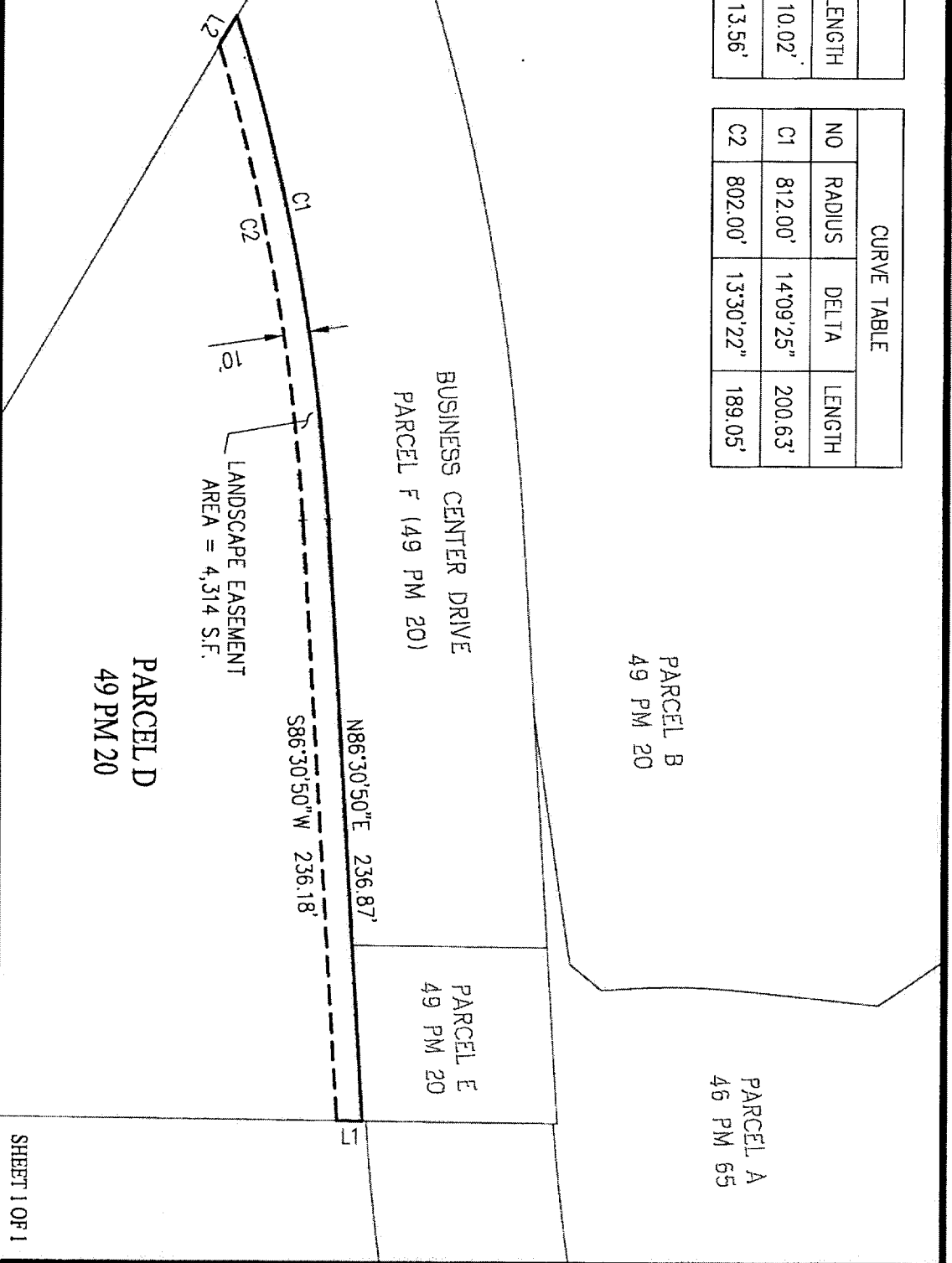
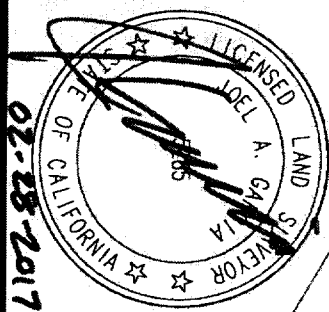
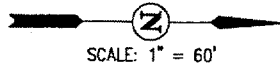


Joel Garcia
JOEL GARCIA, P.L.S.
L.S. NO. 5285

02-28-2017

LINE TABLE		
NO	BEARING	LENGTH
L1	S00°29'36"W	10.02'
L2	N59°49'31"W	13.56'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	812.00'	14°09'25"	200.63'
C2	802.00'	13°30'22"	189.05'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

LANDSCAPE EASEMENT PARCEL D (49 PM 20)
 LANDS OF CORDELLA TRUST 1994
 SOLANO COUNTY, CALIFORNIA
 FEBRUARY 28, 2017

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 WWW.CBAG.COM
 SAN RAMON • (925) 866-0322
 WEST SACRAMENTO • (916) 375-1877

SHEET 1 OF 1

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Landscape Easement dated as of _____, 2017, from Robert W. Dittmer, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 to the City of Fairfield, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Fairfield pursuant to the authority conferred by [Resolution No. _____] [action] [?] of the City Council of the City of Fairfield adopted on _____, 2017, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated as of: _____, 2017.

David A. White, City Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Solano)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

**EXHIBIT E TO
PURCHASE AND SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
AND MAIL TAX STATEMENTS TO:

City of Fairfield
1000 Webster Street
Fairfield, CA 94533
Attention: _____

Space Above For Recorder's Use

Assessor's Parcel No:

Exempt from recording changes pursuant to Government Code Section 27383; exempt from documentary transfer tax pursuant to
Revenue & Taxation Code Section 11922.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, Robert W. Dittmer, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 ("Grantor"), hereby grants to the CITY OF FAIRFIELD, a California municipal corporation ("Grantee"), that certain real property (the "Land") located in the City of Fairfield, County of Solano, State of California, more particularly described in Exhibit A attached hereto together with all right, title and interest of Grantor in and to all buildings and improvements now located or hereafter constructed on the Land, subject to all matters of record.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of _____,
2017.

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACCEPTANCE
(Govt. Code § 27281)

This is to certify that the interests in real property identified as Assessor's Parcel Numbers _____; a portion of _____; and a portion of _____, located in the City of Fairfield, California, conveyed to the City of Fairfield, a California municipal corporation ("Grantee"), by Robert W. Dittmer, as Trustee of the Cordelia Trust of 1994, under Declaration of Trust dated May 25, 1994 ("Grantor"), pursuant to that certain Grant Deed dated as of _____, 2017, is hereby accepted by resolution of the City Council of the Grantee adopted on _____, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated: _____, 2017

CITY OF FAIRFIELD,
a California municipal corporation

By: _____
David A. White, City Manager

**EXHIBIT H TO
PURCHASE AND SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

- (d) Any material, waste, or substance that is
 - (i) a petroleum or refined petroleum product,
 - (ii) asbestos,
 - (iii) polychlorinated biphenyl,
 - (iv) designated as a hazardous substance pursuant to 33 USC § 1321 or listed pursuant to 33 USC § 1317,
 - (v) a flammable explosive, or
 - (vi) a radioactive material.

**EXHIBIT G TO
PURCHASE AND SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

CERTAIN DEFINITIONS

“Environmental Laws” means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USC §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USC §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USC §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USC §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USC §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USC §§ 6901 et seq.]; the Clean Air Act [42 USC §§ 7401 et seq.]; the Safe Drinking Water Act [42 USC §§ 300f et seq.]; the Solid Waste Disposal Act [42 USC §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 USC §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USC §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

“Hazardous Substances” includes without limitation:

- (a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;
- (b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];
- (c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

**EXHIBIT F TO
PURCHASE AND SALES AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

DESCRIPTION OF ENVIRONMENTAL MATTERS

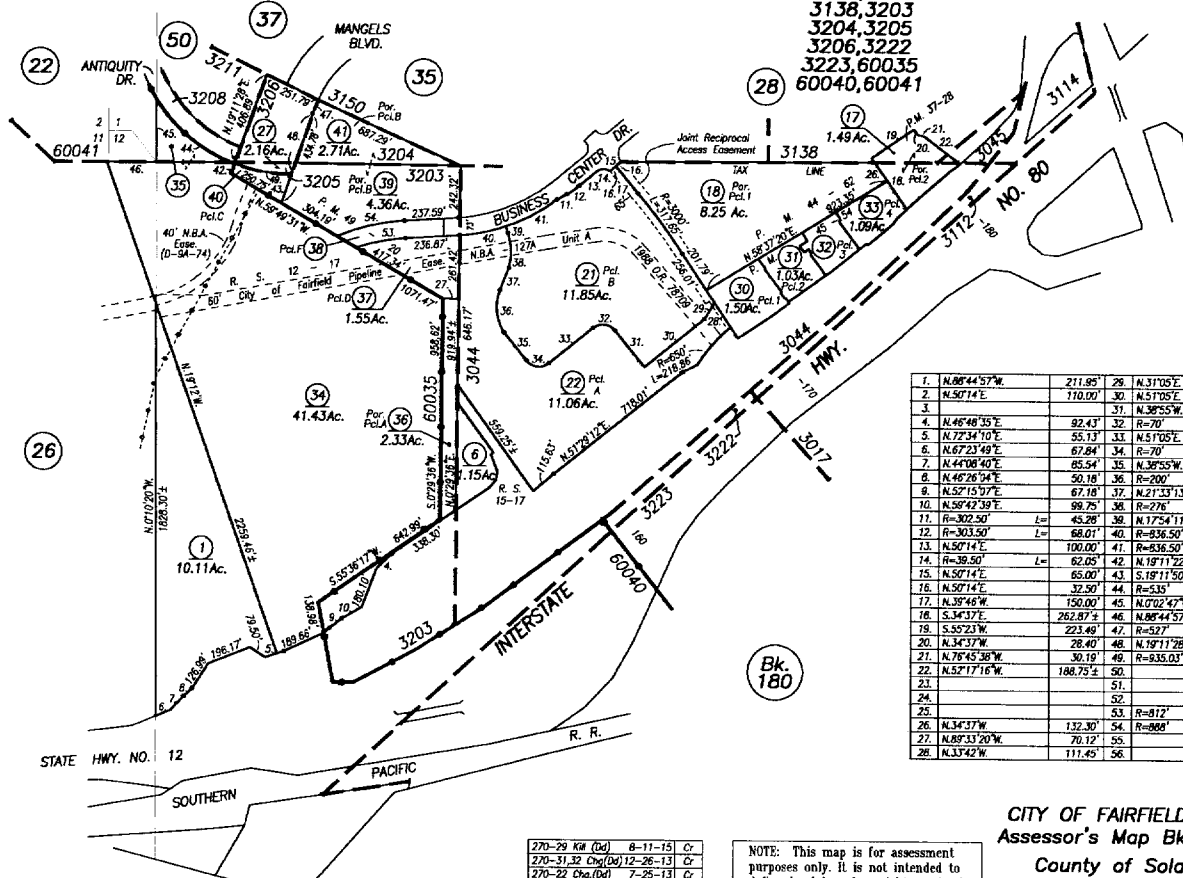
None

POR. SEC. 1, 11 & 12, T.4N., R.3W., M.D.B. & M.

Tax Area Code

3017,3044
3138,3203
3204,3205
3206,3222
3223,60035
60040,60041

148-27



1. N. 08°44'57"W.	211.85'	28. N. 31°05'E.	75.61'
2. N. 50°14'E.	110.00'	30. N. 51°05'E.	336.27'
3. N. 46°48'35"E.	92.43'	31. N. 38°55'W.	202.75'
4. N. 72°34'10"E.	55.13'	32. R=70'	109.96'
5. N. 67°23'49"E.	67.84'	33. N. 51°05'E.	224.00'
6. N. 44°08'40"E.	85.54'	34. R=70'	109.96'
7. N. 46°26'54"E.	50.18'	35. N. 38°55'W.	155.55'
8. N. 52°15'37"E.	67.18'	36. R=200'	182.94'
9. N. 50°42'39"E.	99.75'	37. N. 21°33'13"E.	104.88'
10. R=302.50'	L=68.01'	38. R=276'	153.81'
11. R=302.50'	L=68.01'	39. N. 17°54'11"W.	28.26'
12. R=303.50'	L=68.01'	40. R=836.50'	211.23'
13. N. 50°14'E.	100.00'	41. R=836.50'	256.97'
14. R=38.50'	L=62.05'	42. N. 19°11'22"E.	73.50'
15. N. 50°14'E.	65.00'	43. S. 19°11'50"W.	154.40'
16. N. 50°14'E.	32.50'	44. R=535'	362.11'
17. N. 38°46'W.	150.00'	45. N. 02°42'47"W.	280.00'
18. S. 34°17'E.	262.87'	46. N. 08°44'57"W.	211.85'
19. S. 55°23'W.	223.49'	47. R=527'	63.32'
20. N. 34°37'W.	28.40'	48. N. 19°11'28"E.	280.38'
21. N. 76°45'38'W.	30.19'	49. R=935.03'	248.13'
22. N. 57°17'16'W.	188.75'	50.	
23.		51.	
24.		52.	
25.		53. R=812'	200.63'
26. N. 34°37'W.	132.30'	54. R=868'	286.06'
27. N. 89°33'20'W.	70.12'	55.	
28. N. 33°42'W.	111.45'	56.	

Assessor's Block Numbers Shown in Ellipses, Assessor's Parcel Numbers Shown in Circles

270-29 Km (0d)	8-11-15	Cr
270-31-32 Chg (0d)	12-26-13	Cr
270-32 Chg (0d)	7-25-13	Cr
270-33 Chg (0d)	6-3-13	Cr
REVISION	DATE	EY

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF FAIRFIELD & VICINITY
Assessor's Map Bk. 148 Pg. 27
County of Solano, Calif.

16-17

Exhibit "A"

Legal Description

The land described herein is situated in the State of California, County of Solano, City of Fairfield, described as follows:

Parcel C, as shown on that certain map entitled: "Parcel Map of Lands of Cordelia Trust 1994," which map was filed in the office of the Recorder of Solano County, California on June 6, 2008, in Book 49 of Parcel Maps, at Page 20.

APN: APN 0148-270-400

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public